

SPECIAL, 1/28/2019 1:30:00 PM

BE IT REMEMBERED that on January 28, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
January 28, 2019

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
January 28, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **28th** day of **January 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP- 11:00 a.m.-To receive a presentation and information to discuss construction plans for the Ford Park Baseball Field Concession Stands.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Receive and file bids for (IFB 18-060/YS), Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed.

SEE ATTACHMENTS ON PAGES 11 - 75

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Receive and file Change Order No. 9 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for June Rain Day and Administrative Delays on Low to Moderate Households Income Verification for a decrease of \$4,414.00; bringing the total amount of the contract from \$205,864.00 to \$201,450.00 and an increase of working days by (112); bringing the total number of working days for this project from (169) days to (281) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 76 - 78

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve bid due date extension for (IFB 18-061/YS), Automobile Rental Concessions at the Jack Brooks Regional Airport from 11:00 am CT, Tuesday, January 29, 2019 to 11:00 am CT, Tuesday, February 26, 2019.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 28, 2019

4. Consider and approve, execute, receive and file a purchase agreement for the purchase of fifty (50) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County. The purchase price is \$305.00 for each burial space, for a total cost of \$15,250.00.

SEE ATTACHMENTS ON PAGES 79 - 81

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

5. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-065/DC) with The LaBiche Architectural Group, Inc. for Architectural Services and Construction Administration for the New Concession Stand for Ford Park Ball Fields for a fixed fee of \$20,000.00, plus reimbursable expenses.

SEE ATTACHMENTS ON PAGES 82 - 84

Action: TABLED

6. Consider and approve, execute, receive and file an agreement (Agreement 19-005/JW) with Thomson Reuters (Westlaw) and Jefferson County for an online access subscription for the Jefferson County Correctional Facility. This agreement is for a one-year term (February 1, 2019 through January 31, 2020) at a cost of \$182.00 per month and includes a CDROM subscription with DIR contract pricing to be applied; in accordance with DIR Contract # DIR-LGL-CALIR-02.

SEE ATTACHMENTS ON PAGES 85 - 89

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 28, 2019

7. Consider and approve, execute, receive and file an agreement (Agreement 19-008/JW) with LexisNexis and Jefferson County for LexisNexis Advance website access subscription for County Court at Law No. 1. This agreement is for a one-year term (March 1, 2019 through February 28, 2020), at a monthly cost of \$76.00.

SEE ATTACHMENTS ON PAGES 90 - 93

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

8. Consider and approve, execute, receive and file and agreement (Agreement 19-009/JW) with LexisNexis and Jefferson County for LexisNexis Advance website access subscription for the 172nd District Court. This agreement is for one-year term (January 1, 2019 through December 31, 2019), at a monthly cost of \$76.00.

SEE ATTACHMENTS ON PAGES 94 - 96

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

ADDENDUMS

9. Consider and approve, execute, receive and file (JOC 19-010/DC) with SpawGlass Building Services for the repair of the Jerry Ware Terminal in the amount of \$103,160.00. This is in accordance with the BuyBoard Contract 520-16.

SEE ATTACHMENTS ON PAGES 97 - 98

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

10. Consider and approve a correction to the total number of working days for (IFB 17-008/JW) Cheek Phase V- Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC. dba MK Constructors. This correction will change the total number of contract working days for this project from (281) days to (371) days; reflecting the correct number of working days approved by Commissioners' Court via previously approved change orders. This project is funded by a Texas Community Development Block Grant from the Texas Department of Agriculture.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

11. Consider and approve, execute, receive and file a Certificate of Construction Completion for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors. This project is funded by a Texas Community Development Block Grant from the Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 99 - 99

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

12. Request approval to release retainage to BDS Constructors, LLC. dba MK Constructors, for (IFB 17-008/JW) Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231), in the amount of \$20,145.00, Payment Application No. 10. This project is funded by a Texas Community Development Block Grant from the Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 100 - 100

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

13. Consider and possibly approve a Resolution recognizing Doug Hanratty for his dedicated service and leadership as a Captain of the Jack Brooks Regional Airport Fire Department and wish him well in his retirement and all his future endeavors.

SEE ATTACHMENTS ON PAGES 101 - 102

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

14. Consider and approve electronic disbursements for \$1,800,000 to State Comptroller for the first half of IGT for indigent health care.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

15. Consider and approve electronic disbursements for \$234,025.96 to LaSalle for revenue received from entities for inmate housing.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

16. Consider and approve termination of public defender contract agreement for the 252nd District Court with Sean Villery-Samuel effective January 31, 2019.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

17. Consider and approve public defender contract agreement for the 252nd District Court with Brittanie Holmes effective February 1, 2019.

SEE ATTACHMENTS ON PAGES 103 - 106

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

18. Regular County Bills - check #455211 through checks #455460.

SEE ATTACHMENTS ON PAGES 107 - 115

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY COMMISSIONERS:

19. Consider, possibly approve and authorize the County Judge to execute a Grant Application Certification and Affidavit for the grant application process for the Foundation for Southeast Texas.

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

20. Consider, possibly approve a Resolution in support of the grant application of the Jefferson County Family Treatment Drug Court with the Criminal Justice Division for FY 2019-2020. (No matching funds are required.)

SEE ATTACHMENTS ON PAGES 116 - 116

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TREASURER:

21. Review, consider, possibly approve, receive, and file the 2019 Jefferson County Investment Policy and Procedures.

SEE ATTACHMENTS ON PAGES 117 - 191

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

22. Consider and possibly approve acceptance into the County Road System the roads out of the final plat of Pine Island Estates Phase I, recorded in Clerk's File No. 2015039999 and out of the final plat of Pine Island Estates Phase II, recorded in Clerk's File No. 2016038035 of the Official Public Records of Jefferson County, Texas. These roads are located in Precinct No. 1 and are approximately a total distance of 1.06 miles (5615.44 feet).

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

RISK MANAGEMENT:

23. Consider and possibly approve Cyber Liability Insurance coverage Option 2 with Ace American Insurance Company, effective 2/1/2019, for an annual premium of \$17,197.00.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 28, 2019

Jeff R. Branick
County Judge



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS

IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed

IFB Due: 11:00 am CDT, Tuesday, January 22, 2019

Addendum No.: 1 (one)

Issued (Date): January 16, 2019

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

Reason for Issuance of this addendum: Clarification of specifications, scope of work, alternates, and updated bid form.

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

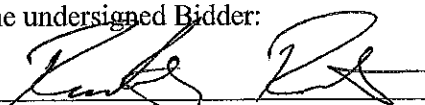
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____



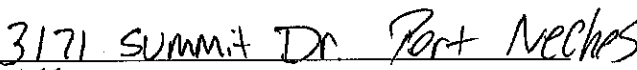
Authorized Signature (Bidder)



Title of Person Signing Above



Typed Name of Business or Individual



Address



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS

IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed

IFB Due: 11:00 am CDT, Tuesday, January 22, 2019

Addendum No.: 2 (two)

Issued (Date): January 16, 2019

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

Reason for Issuance of this addendum: Additional answers to questions.

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

Title of Person Signing Above

Typed Name of Business or Individual

3171 Summit Dr. Port Neches

Address

Bid Form

Jefferson County Drainage District Stock Yard Renovations

The undersigned bidder declares and represents that he/she; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in workmanlike manner, all work services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

Total Base Bid (not including alternates) for the Lump Sum of: Sixty nine thousand eight hundred and eighty dollars Dollars (\$ \$69,880)

Alternates: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. State whether alternate is an add or deduct.

Alternate No. 1 (As Described in Specifications) for the Lump sum of: Four thousand nine hundred and forty dollars Dollars (\$ 4,940)

Alternate No. 2 (As Described in Specifications) for the Lump sum of: One thousand five hundred and seventy five dollars Dollars (\$ 1,575)

Alternate No. 3 (As Described in Specifications) for the Lump sum of: Two thousand one hundred and sixty dollars Dollars (\$ 2,160)

Alternate No. 4 (As Described in Specifications) for the Lump sum of: One thousand seven hundred and fifty dollars Dollars (\$ 1,750)

Alternate No. 5 (As Described in Specifications) for the Lump sum of: Two thousand one dollars Dollars (\$ 2,100)

Alternate No. 6A (As Described in Specifications) for the Lump sum of: No charge Dollars (\$ 0)

Alternate No. 6B (As Described in Specifications) for the Lump sum of: No charge Dollars (\$ 0)

Alternate No. 7 (As Described in Specifications) for the Lump sum of: Seven hundred and fifty dollars Dollars (\$ 750)

Alternate No. 8 (As Described in Specifications) for the Lump sum of: Five thousand nine hundred and eighty dollars Dollars (\$ 5,980)

Alternate No. 9 (As Described in Specifications) for the Lump sum of: Three thousand seven hundred dollars Dollars (\$ 3,700)

Alternate No. 10 (As Described in Specifications) for the Lump sum of: One thousand and fifty dollars Dollars (\$ 1,050)

Alternate No. 11 (As Described in Specifications) for the Lump sum of: Two thousand five hundred and fifty dollars Dollars (\$ 2,550)

Alternate No. 12 (As Described in Specifications) for the Lump sum of: One thousand two hundred dollars Dollars (\$ 1,200)

Name of Bidder: Apex Alliance, LLC

Address of Bidder: 3171 Summit Dr. Port Neches, TX 77651

Contractor's License Number: _____

Name of Authorized Signatory of Bidder: _____

Title of Authorized Signatory of Bidder: _____

Signature of Authorized Signatory of Bidder: _____

Date: _____



P&C 877 282 1625
 Bonds 800 933 7444
 225 South Fifth Street
 PO Box 2683
 Waco, Texas 76702-2683

BID BOND

Bond No. CNB-33296-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Apex Alliance, LLC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard, Office and Equipment Shed Bid No. IFB 18-060/YS

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 22nd day of January, 2019.

Principal:

Apex Alliance, LLC (Seal)

By: _____
 (title)

Surety:

INSURORS INDEMNITY COMPANY (Seal)

By: Blaine Allen
 Blaine Allen, Attorney-in-Fact



P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-33296-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Blaine Allen of the City of Dallas, State of TX

as Attorney In Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest:

Tammy Tieperman, Secretary

By:

Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney In Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys In Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys In Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 22nd day of January, 2019

Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 938 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

Apex Alliance, inc
3171 Summit Dr
Port Neches, TX 77651

1056 am 1/22/2019 TX

Sealed Bid
Jefferson County Purchasing Department
IFB 18-0601YS
1149 Pearl St. 1st Floor
Beaumont TX 77701



D.I.G.

DEFINITIVE INDUSTRIAL GROUP

January 22th, 2019

Jefferson County – Hwy. 124 Stockyards Renovations

IFB# 18-060/YS

Purchaser,

Definitive Industrial Group (D.I.G) is pleased to have the opportunity to provide the following proposal to perform services for you. We look forward to working as part of the team that brings this project to a successful completion, and understand the urgency of this project. We believe the work plan and crew we have assembled can bring a safe and expedient completion of this project.

Scope of work is as follows:

- Mobilize crew to locations
- Set up and create "safe working area"
- Perform said scope of work as defined in bid documents
- Saw cut concrete for plumbing
- Demo portion of walls as stated in drawings
- Patch concrete, build new walls and frame as necessary
- Repair wiring as needed per drawings or alternates
- Install Electrical as stated in scope/drawings
- Repair/service HVAC as stated in scope
- Remove/Install insulation, Sheetrock or Hardie as agreed
- Paint walls and trim per owner specs
- Repair studs as needed, frame for new doors
- Supply, install doors, frames, hardware, threshold, and color match per owner.
- Supply, install cabinet/countertop, sinks, bathroom fixtures, water heater, etc.
- Install molding/trim/paint per owner instructions
- Fix/repair outside as necessary or agreed per alternates
- Polish and seal concrete floors
- Clean area and de-mob

Labor Equipment and Material - Base Bid only (does NOT include alternates) \$137,341.90

Note:

- Work estimate should take 31 weekdays or less to complete.
- Work planned on straight time
- No cost provided for abatement in this estimate.
- No cost provided for low voltage wiring or phone systems cable.
- All material subject to change, pending owner approval.
- Customer is Tax Exempt

Pricing includes all labor, tools, and materials per scope.

Sales tax will be added at 8.25% unless a valid resale or exemption certificate is provided by client.

This proposal is made on the assumption that the work will be performed without unforeseen delays outside the control Definitive Industrial Group.

Any additional work created due to design change, unforeseen site conditions will be approved as a change order per owner.

Terms, fees, and conditions are valid for 30 days from the date of this proposal.

Once again, we appreciate the opportunity to provide this proposal for you.

If you have any questions don't hesitate to call me.

Thank you,



Steven Fore
Project Manager
IT Manager
Definitive Industrial Group
www.definitiveindustrialgroup.com
(409) 299-9631 Office
(409) 350-0669 Mobile
(409) 220-8355 Fax



Bidder Information Form

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

Bid Name & Number: Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed, IFB 18-060/YS

Bidder's Company/Business Name: Definitive Industrial Group, Inc.

Bidder's TAX ID Number: 82-4917455

Contact Person: Steven Fore **Title:** PM

Phone Number (with area code): 409 350 0669

Alternate Phone Number if available (with area code): 409 299 9631

Fax Number (with area code): 409 220 8355

Email Address: steven.fore@definitiveindustrialgroup.com

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

6980-B Industrial Rd.
Address
Beaumont, TX 77705
City, State, Zip Code



A Member of the Tokio Marine Group

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Definitive Industrial Group, Inc. Principal,
and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation authorized to
transact a general surety business in the State of Texas, as Surety, are held an firmly bound
unto Jefferson County Purchasing Department
(hereinafter called the Oblige) in the full and just sum of Five Percent Greatest Amount Bid
(\$ 5% GAB) for the payment whereof in
lawful money of the United States, we bind ourselves, our heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for:

Bid No. IFB 18-060/YS - Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and
Equipment Shed

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal
shall enter into a Contract with the Oblige in accordance with the terms of such bid, or in
the event of the failure of the Principal to enter such Contract, if the Principal shall pay to
the Oblige the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Oblige may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and
void, otherwise to remain in full force and effect.

Signed and Sealed this 22nd day of January, 2019.

Definitive Industrial Group, Inc.

Max Ferrera

Principal (Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Katie Rogers

Katie Rogers

Attorney-In-Fact (Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **James R. Reid, Tracy L. Miller, Alicia Grumbles, Katie Rogers** and/or **William Mitchell Jennings of Higginbotham Insurance Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

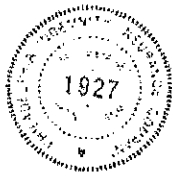
RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

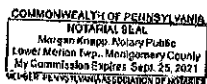
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of January 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3, _____.

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

Definitive Industrial Group, INC. For clarification of this offer, contact:
Company Name

6980-B Industrial Rd.

Address

Steven Fore

Name

Beaumont TEXAS 77705

City

State


Zip

409 350 0669

Phone

409 220 8355

Fax


Signature of Person Authorized to Sign

steven.fore@definitiveindustrialgroup.com
E-mail

Steven Fore

Printed Name

PM

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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. 18-060/YS, Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed. 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:

 Jeff R. Branick
 County Judge

 Date

Attest:

 Carolyn L. Guidry
 County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Jefferson County Drainage District Stock Yard Renovations

The undersigned bidder declares and represents that he/she; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in workmanlike manner, all work services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

Total Base Bid (not including alternates) for the Lump Sum of: 137,341.90 Dollars (\$)

Alternates: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. State whether alternate is an add or deduct.

Alternate No. 1 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 7,280.30)

Alternate No. 2 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 8,550.30)

Alternate No. 3 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 9,550.00)

Alternate No. 4 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 4,275.00)

Alternate No. 5 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 8,345.75)

Alternate No. 6A (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 14,544.83)

Alternate No. 6B (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ NO BID)

Alternate No. 7 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 3,600.00)

Alternate No. 8 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 11,000.00)

Alternate No. 9 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 17,000.00)

Alternate No. 10 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 2,900.00)

Alternate No. 11 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 19,000.00)

Alternate No. 12 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ NO BID)

Name of Bidder:

Definitive INDUSTRIAL Group, INC.

Address of Bidder:

6980-B Industrial Rd.

Beaumont, TX 77705

Contractor's License Number:

Name of Authorized Signatory of Bidder:

STEVEN FORE

Title of Authorized Signatory of Bidder:

PM

Signature of Authorized Signatory of Bidder:



Date: 1-15-19

Sheet
replaced
with addendum

Bid Form

Jefferson County Road and Bridge, Precinct #3 Stock Yard Renovations

The undersigned bidder declares and represents that he/she; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in workmanlike manner, all work services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

Total Base Bid: For all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternates: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. State whether alternate is an add or deduct.

Alternate No. 1 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 2 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 3 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 4 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 5 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 6 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 7 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 8 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 9 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 10 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 11 A (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 11 B (As Described in Specifications) for the Lump sum of: \$ _____

Bid Form (continued)

Alternate No. 12 A (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 12 B (As Described in Specifications) for the Lump sum of: \$ _____

Name of Bidder: _____

Address of Bidder: _____

Contractor's License Number: _____

Name of Authorized Signatory of Bidder: _____

Title of Authorized Signatory of Bidder: _____

Signature of Authorized Signatory of Bidder: _____

Date: _____

Acknowledgment of Addenda (if any):

Addendum 1 ☒ Date Received JAN 16

Addendum 2 ☒ Date Received JAN 16

Addendum 3 ☒ Date Received JAN 16

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS

IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed

IFB Due: 11:00 am CDT, Tuesday, January 22, 2019

Addendum No.: 1 (one)

Issued (Date): January 16, 2019


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

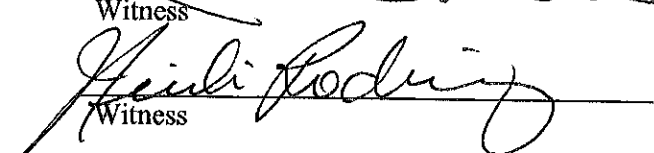
Reason for Issuance of this addendum: Clarification of specifications, scope of work, alternates, and updated bid form.

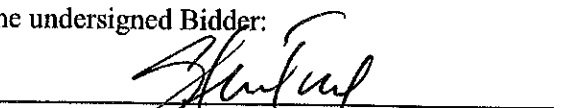
The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

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

ATTEST:


Witness


Witness


Authorized Signature (Bidder)

PM
Title of Person Signing Above

Definitive Industrial Group, INC.
Typed Name of Business or Individual

Approved by _____ Date: _____

6980 Industrial Rd. Bmt, TX 77703
Address



JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS
 IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed
 IFB Due: 11:00 am CDT, Tuesday, January 22, 2019
 Addendum No.: 2 (two)
 Issued (Date): January 16, 2019

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

Reason for Issuance of this addendum: Additional answers to questions.

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

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder

ATTEST:

Witness

Witness

Authorized Signature (Bidder)

PM

Title of Person Signing Above

Definitive Industrial Group, INC.
 Typed Name of Business or Individual

6980 Industrial Rd. Bmt, TX 77705
 Address

Approved by _____ Date: _____



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS
IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed
IFB Due: 11:00 am CDT, Tuesday, January 22, 2019
Addendum No.: 3 (three)
Issued (Date): January 16, 2019

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

Reason for Issuance of this addendum: Correction to Bid Form to clarify Total Base Bid.

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

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

ATTEST:

[Signature]
Witness
[Signature]
Witness

[Signature]
Authorized Signature (Bidder)

PM
Title of Person Signing Above

Definitive Industrial Group, INC.
Typed Name of Business or Individual

Approved by _____ Date: _____

6980 Industrial Rd. Bmt, TX 77705
Address

**D.I.G.****DEFINITIVE INDUSTRIAL GROUP**

December 6, 2018

To Whom It May Concern:

Re: Evidence of Authority

On our behalf, I appoint Steven Fore, Estimator/Project Manager, the authority to sign on our behalf in the preparation of bid submittals, proposals, and other necessary documents that are required to be completed on Definitive Industrial Group's, behalf for the purpose of company business as deemed necessary.

For instances where our authorized agent, Steven Fore, signs the documents on our behalf, I acknowledge that all responsibility for complying with the terms and conditions, still resides with Definitive Industrial Group, Inc.

Sincerely,

A handwritten signature in cursive script that reads "Max Ferreira".

Max Ferreira,
President

mferreira@definitiveindustrialgroup.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-442439

Date Filed:
01/17/2019

Date Acknowledged:

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

Definitive Industrial Group, Inc.
Beaumont, TX United States

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

Jefferson County

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

IFB 18-060/YS
Building renovation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jefferson County Purchasing	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party.

☐

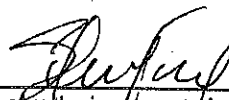
6 UNSWORN DECLARATION

My name is Steven Fore, and my date of birth is 2-7-73.

My address is 6900 Industrial Rd., Beaumont, TX, 77705, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 17 day of JAN, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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: Motiva Par

Address: 2555 SAVANNAH PORT ARTHUR, TX 77642

Contact Person and Title: Chad Smith

Phone: 409 550-1307 Fax: _____

Email Address: chad.smith@motiva.com Contract Period: NOV 2017 to Present

Scope of Work: Civil Construction - all phases

REFERENCE TWO

Government/Company Name: Total Industrial Specialty Services

Address: 12711 FURVA ST. HOUSTON, TX 77034

Contact Person and Title: Bill Warren

Phone: 281-922 7555 Fax: _____

Email Address: bill@tissinc.com Contract Period: MAY 2018 to Present

Scope of Work: Concrete Cutting / misc construction

REFERENCE THREE

Government/Company Name: Triple "S" Industrial

Address: 860 W. CHANCE RD. LUMBERTON, TEXAS 77657

Contact Person and Title: Bruce Hickman

Phone: 409 755 4077 Fax: _____

Email Address: _____ Contract Period: Sept 2018 to Present

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Definitive Industrial Group, Inc.

Bidder (Entity Name)



Signature

6900-B Industrial Rd.

Street & Mailing Address

Steven Fore

Print Name

Beaumont, TX 77705

City, State & Zip

1-17-19

Date Signed

409 350 0669

Telephone Number

409 220 8355

Fax Number

Steven.fore@definitiveindustrialgroup.com

E-mail Address

Bidder Shall Return Completed Form with Offer.

CONFLICT 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.

Definitive Industrial Group, INC.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

(NONE)

Name of Officer

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

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

☐ Yes

☒ No

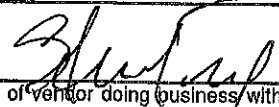
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

7 
Signature of vendor doing business with the governmental entity

1-17-19

Date

N/A

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		OFFICE USE ONLY
1 Name of Local Government Officer	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
2 Office Held	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 Description of the nature and extent of employment or other business relationship with vendor named in item 3		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
6 AFFIDAVIT		
<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>		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

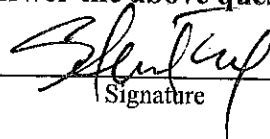
If "No" was selected, please explain and include any pertinent documentation with your bid.
 If necessary, please use a separate sheet to answer the above questions.

Steven Fore

Printed Name of Authorized Representative

PM

Title



Signature

1-17-19

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: p Yes p No

Address: _____
 Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB _____ Signature of Representative _____ Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: DIETEL COMPANY LLC

Address: 6807 A Theall Road HOUSTON TX 77066
Street City State Zip

Contact person: Steve Hagler Title: ESTIMATOR

Phone (with area code): 832 766 9140 Fax (with area code): 832 521 5448

Proposed Subcontract Amount: \$ 12,500 / 11000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: PLUMBING / HVAC

Subcontractor Name: ABSOLUTE

Address: 2920 N. Twin City Hwy. Nederland TX 77627
Street City State Zip

Contact person: Trayce Boudoin Title: _____

Phone (with area code): 409 719 8255 Fax (with area code): _____

Proposed Subcontract Amount: \$ 9500⁰⁰ Percentage of Prime Contract: 5 %

Description of Subcontract Work to be Performed: Gutters

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: Newton Elec.

Address: 1640 Industrial Park Drive Nederland, TX 77627
Street City State Zip

Contact person: Kenneth Mannino Title: _____

Phone (with area code): 409 719 5601 Fax (with area code): _____

Proposed Subcontract Amount: \$ 17000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: HVAC Electrical

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

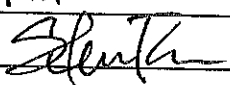
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

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): Steven Fore

Title: PM

Signature: 

Date: 1-17-19

E-mail address: Steven.fore@definitiveindustrialgroup.com

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

Name (print or type): Robin Fore

Title: HR / BUS. MANAGER

Date: 1-17-19

E-mail address: rfore@definitiveindustrialgroup.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

☒ I certify that D.I.G. [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.):	82-4917455
Company Name submitting bid/proposal:	Definitive Industrial Group, Inc.
Mailing address:	6980-B Industrial Rd. Bmt, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
	N/A

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Steven Fore, who
(name)

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

"I, Steven Fore am a duly authorized officer of/agent
(name)
for Definitive Industrial Group, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Definitive Industrial Group, Inc.
(name of firm)

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

Name and address of bidder: Definitive Industrial Group, INC.

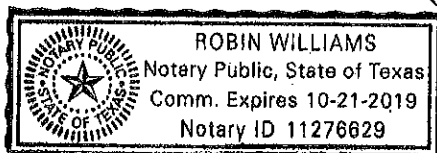
Fax: 409 220 8355 Telephone# 409 350 0669

by: Steven Fore Title: Pm
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

on
this the 17th day of January, 2018 2019



[Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



Definitive Industrial Group, Inc.
6980 B Industrial Road
Beaumont, TX 77705

SEALED BID

rec. 1/22/15 10:41 AM yganer

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID NO: IFB 18-060/YS



D.I.G.

DEFINITIVE INDUSTRIAL GROUP

January 22th, 2019

Jefferson County – Hwy. 124 Stockyards Renovations

IFB# 18-060/YS

Purchaser,

Definitive Industrial Group (D.I.G) is pleased to have the opportunity to provide the following proposal to perform services for you. We look forward to working as part of the team that brings this project to a successful completion, and understand the urgency of this project. We believe the work plan and crew we have assembled can bring a safe and expedient completion of this project.

Scope of work is as follows:

- Mobilize crew to locations
- Set up and create "safe working area"
- Perform said scope of work as defined in bid documents
- Saw cut concrete for plumbing
- Demo portion of walls as stated in drawings
- Patch concrete, build new walls and frame as necessary
- Repair wiring as needed per drawings or alternates
- Install Electrical as stated in scope/drawings
- Repair/service HVAC as stated in scope
- Remove/Install insulation, Sheetrock or Hardie as agreed
- Paint walls and trim per owner specs
- Repair studs as needed, frame for new doors
- Supply, install doors, frames, hardware, threshold, and color match per owner.
- Supply, install cabinet/countertop, sinks, bathroom fixtures, water heater, etc.
- Install molding/trim/paint per owner instructions
- Fix/repair outside as necessary or agreed per alternates
- Polish and seal concrete floors
- Clean area and de-mob

Labor Equipment and Material - Base Bid only (does NOT include alternates) \$137,341.90

Note:

- Work estimate should take 31 weekdays or less to complete.
- Work planned on straight time
- No cost provided for abatement in this estimate.
- No cost provided for low voltage wiring or phone systems cable.
- All material subject to change, pending owner approval.
- Customer is Tax Exempt

Pricing includes all labor, tools, and materials per scope.

Sales tax will be added at 8.25% unless a valid resale or exemption certificate is provided by client.

This proposal is made on the assumption that the work will be performed without unforeseen delays outside the control Definitive Industrial Group.

Any additional work created due to design change, unforeseen site conditions will be approved as a change order per owner.

Terms, fees, and conditions are valid for 30 days from the date of this proposal.

Once again, we appreciate the opportunity to provide this proposal for you.

If you have any questions don't hesitate to call me.

Thank you,



Steven Fore
Project Manager
IT Manager
Definitive Industrial Group
www.definitiveindustrialgroup.com
(409) 299-9631 Office
(409) 350-0669 Mobile
(409) 220-8355 Fax



Bidder Information Form

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

Bid Name & Number: Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed, IFB 18-060/YS

Bidder's Company/Business Name: Definitive Industrial Group, Inc.

Bidder's TAX ID Number: 82-4917455

Contact Person: Steven Fore **Title:** PM

Phone Number (with area code): 409 350 0669

Alternate Phone Number if available (with area code): 409 299 9631

Fax Number (with area code): 409 220 8355

Email Address: steven.fore@definitiveindustrialgroup.com

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

6980-B Industrial Rd.
Address
Beaumont, TX 77705
City, State, Zip Code



A Member of the Tokyo Marine Group

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Definitive Industrial Group, Inc. Principal,
and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation authorized to
transact a general surety business in the State of Texas, as Surety, are held an firmly bound
unto Jefferson County Purchasing Department
(hereinafter called the Oblige) in the full and just sum of Five Percent Greatest Amount Bid
(\$ 5% GAB) for the payment whereof in
lawful money of the United States, we bind ourselves, our heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for:

Bid No. IFB 18-060/YS - Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and
Equipment Shed

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal
shall enter into a Contract with the Oblige in accordance with the terms of such bid, or in
the event of the failure of the Principal to enter such Contract, if the Principal shall pay to
the Oblige the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Oblige may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and
void, otherwise to remain in full force and effect.

Signed and Sealed this 22nd day of January, 2019.

Definitive Industrial Group, Inc.

Max Ferrera

Principal (Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Katie Rogers

Katie Rogers

Attorney-In-Fact (Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **James R. Reid, Tracy L. Miller, Alicia Grumbles, Katie Rogers** and/or **William Mitchell Jennings of Higginbotham Insurance Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

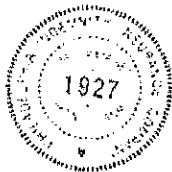
RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

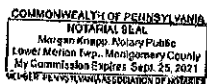
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of January 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3, _____.

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

Definitive Industrial Group, INC. For clarification of this offer, contact:
Company Name

6980-B Industrial Rd.

Address

Steven Fore

Name

Beaumont TEXAS 77705

City


State

Zip

409 350 0669 409 220 8355

Phone

Fax



Signature of Person Authorized to Sign

steven.fore@definitiveindustrialgroup.com

E-mail

Steven Fore

Printed Name

PM

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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. 18-060/YS, Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed. 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:

 Jeff R. Branick
 County Judge

 Date

Attest:

 Carolyn L. Guidry
 County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Jefferson County Drainage District Stock Yard Renovations

The undersigned bidder declares and represents that he/she; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in workmanlike manner, all work services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

Total Base Bid (not including alternates) for the Lump Sum of: 137,341.90 Dollars (\$)

Alternates: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. State whether alternate is an add or deduct.

Alternate No. 1 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 7,280.30)

Alternate No. 2 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 8,550.30)

Alternate No. 3 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 9,550.00)

Alternate No. 4 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 4,275.00)

Alternate No. 5 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 8,345.75)

Alternate No. 6A (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 14,544.83)

Alternate No. 6B (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ NO BID)

Alternate No. 7 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 3,600.00)

Alternate No. 8 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 11,000.00)

Alternate No. 9 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 17,000.00)

Alternate No. 10 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 2,900.00)

Alternate No. 11 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ 19,000.00)

Alternate No. 12 (As Described in Specifications) for the Lump sum of: _____ Dollars

(\$ NO BID)

Name of Bidder:

Definitive INDUSTRIAL Group, INC.

Address of Bidder:

6980-B Industrial Rd.

Beaumont, TX 77705

Contractor's License Number:

Name of Authorized Signatory of Bidder:

STEVEN FORE

Title of Authorized Signatory of Bidder:

PM

Signature of Authorized Signatory of Bidder:



Date: 1-15-19

Sheet
replaced
with addendum

Bid Form

Jefferson County Road and Bridge, Precinct #3 Stock Yard Renovations

The undersigned bidder declares and represents that he/she; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in workmanlike manner, all work services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

Total Base Bid: For all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternates: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. State whether alternate is an add or deduct.

Alternate No. 1 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 2 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 3 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 4 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 5 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 6 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 7 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 8 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 9 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 10 (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 11 A (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 11 B (As Described in Specifications) for the Lump sum of: \$ _____

Bid Form (continued)

Alternate No. 12 A (As Described in Specifications) for the Lump sum of: \$ _____

Alternate No. 12 B (As Described in Specifications) for the Lump sum of: \$ _____

Name of Bidder: _____

Address of Bidder: _____

Contractor's License Number: _____

Name of Authorized Signatory of Bidder: _____

Title of Authorized Signatory of Bidder: _____

Signature of Authorized Signatory of Bidder: _____

Date: _____

Acknowledgment of Addenda (if any):

Addendum 1 ☒ Date Received JAN 16

Addendum 2 ☒ Date Received JAN 16

Addendum 3 ☒ Date Received JAN 16

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS

IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed

IFB Due: 11:00 am CDT, Tuesday, January 22, 2019

Addendum No.: 1 (one)

Issued (Date): January 16, 2019


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

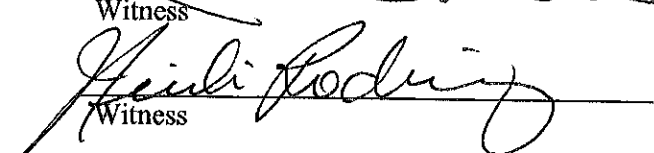
Reason for Issuance of this addendum: Clarification of specifications, scope of work, alternates, and updated bid form.

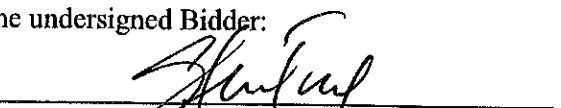
The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

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

ATTEST:


Witness


Witness


Authorized Signature (Bidder)

PM
Title of Person Signing Above

Definitive Industrial Group, INC.
Typed Name of Business or Individual

Approved by _____ Date: _____

6980 Industrial Rd. Bmt, TX 77703
Address



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS

IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed

IFB Due: 11:00 am CDT, Tuesday, January 22, 2019

Addendum No.: 2 (two)

Issued (Date): January 16, 2019

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

Reason for Issuance of this addendum: Additional answers to questions.

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

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder

ATTEST:

Witness

Witness

Authorized Signature (Bidder)

PM

Title of Person Signing Above

Definitive Industrial Group, INC.
Typed Name of Business or Individual

6980 Industrial Rd. Bmt, TX 77705
Address

Approved by _____ Date: _____



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 18-060/YS
IFB Title: Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed
IFB Due: 11:00 am CDT, Tuesday, January 22, 2019
Addendum No.: 3 (three)
Issued (Date): January 16, 2019



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

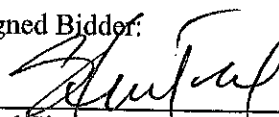
Reason for Issuance of this addendum: Correction to Bid Form to clarify Total Base Bid.

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

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

ATTEST:


Witness

Witness


Authorized Signature (Bidder)

PM
Title of Person Signing Above

Definitive Industrial Group, INC.
Typed Name of Business or Individual

Approved by _____ Date: _____

6980 Industrial Rd. Bmt, TX 77705
Address

**D.I.G.****DEFINITIVE INDUSTRIAL GROUP**

December 6, 2018

To Whom It May Concern:

Re: Evidence of Authority

On our behalf, I appoint Steven Fore, Estimator/Project Manager, the authority to sign on our behalf in the preparation of bid submittals, proposals, and other necessary documents that are required to be completed on Definitive Industrial Group's, behalf for the purpose of company business as deemed necessary.

For instances where our authorized agent, Steven Fore, signs the documents on our behalf, I acknowledge that all responsibility for complying with the terms and conditions, still resides with Definitive Industrial Group, Inc.

Sincerely,

A handwritten signature in cursive script that reads "Max Ferreira".

Max Ferreira,
President

mferreira@definitiveindustrialgroup.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-442439

Date Filed:
01/17/2019

Date Acknowledged:

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

Definitive Industrial Group, Inc.
Beaumont, TX United States

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

Jefferson County

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

IFB 18-060/YS
Building renovation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jefferson County Purchasing	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party.

☐

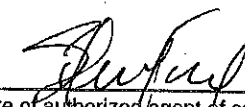
6 UNSWORN DECLARATION

My name is Steven Fore, and my date of birth is 2-7-73.

My address is 6900 Industrial Rd., Beaumont, TX, 77705, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 17 day of JAN, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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: Motiva Par

Address: 2555 SAVANNAH PORT ARTHUR, TX 77642

Contact Person and Title: Chad Smith

Phone: 409 550-1307 Fax: _____

Email Address: chad.smith@motiva.com Contract Period: NOV 2017 to Present

Scope of Work: Civil Construction - all phases

REFERENCE TWO

Government/Company Name: Total Industrial Specialty Services

Address: 12711 FURVA ST. HOUSTON, TX 77034

Contact Person and Title: Bill Warren

Phone: 281-922 7555 Fax: _____

Email Address: bill@tissinc.com Contract Period: MAY 2018 to Present

Scope of Work: Concrete Cutting / misc construction

REFERENCE THREE

Government/Company Name: Triple "S" Industrial

Address: 860 W. CHANCE RD. LUMBERTON, TEXAS 77657

Contact Person and Title: Bruce Hickman

Phone: 409 755 4077 Fax: _____

Email Address: _____ Contract Period: Sept 2018 to Present

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Definitive Industrial Group, Inc.

Bidder (Entity Name)



Signature

6900-B Industrial Rd.

Street & Mailing Address

Steven Fore

Print Name

Beaumont, TX 77705

City, State & Zip

1-17-19

Date Signed

409 350 0669

Telephone Number

409 220 8355

Fax Number

Steven.fore@definitiveindustrialgroup.com

E-mail Address

Bidder Shall Return Completed Form with Offer.

CONFLICT 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.

Definitive Industrial Group, INC.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

(NONE)

Name of Officer

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

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

☐ Yes

☒ No

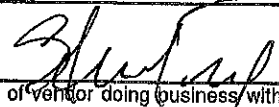
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

7 
Signature of vendor doing business with the governmental entity

1-17-19

Date

N/A

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		OFFICE USE ONLY
1 Name of Local Government Officer	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
2 Office Held	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 Description of the nature and extent of employment or other business relationship with vendor named in item 3		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
6 AFFIDAVIT		
<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>		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

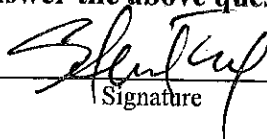
If "No" was selected, please explain and include any pertinent documentation with your bid.
 If necessary, please use a separate sheet to answer the above questions.

Steven Fore

Printed Name of Authorized Representative

PM

Title



Signature

1-17-19

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: p Yes p No

Address: _____
 Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB _____ Signature of Representative _____ Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: DIETEL COMPANY LLC

Address: 6807 A Theall Road HOUSTON TX 77066
Street City State Zip

Contact person: Steve Hagler Title: ESTIMATOR

Phone (with area code): 832 766 9140 Fax (with area code): 832 521 5448

Proposed Subcontract Amount: \$ 12,500 / 11000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: PLUMBING / HVAC

Subcontractor Name: ABSOLUTE

Address: 2920 N. Twin City Hwy. Nederland TX 77627
Street City State Zip

Contact person: Trayce Boudoin Title: _____

Phone (with area code): 409 719 8255 Fax (with area code): _____

Proposed Subcontract Amount: \$ 9500⁰⁰ Percentage of Prime Contract: 5 %

Description of Subcontract Work to be Performed: Gutters

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: Newton Elec.Address: 1640 Industrial Park Drive Nederland, TX 77627
Street City State ZipContact person: Kenneth Mannino

Title: _____

Phone (with area code): 409 719 5601

Fax (with area code): _____

Proposed Subcontract Amount: \$ 17000Percentage of Prime Contract: 10 %Description of Subcontract Work to be Performed: HVAC Electrical

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): Steven ForeTitle: PMSignature: Date: 1-17-19E-mail address: Steven.fore@definitiveindustrialgroup.com

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

Name (print or type): Robin ForeTitle: HR / BUS. MANAGERDate: 1-17-19E-mail address: rfore@definitiveindustrialgroup.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

☒ I certify that D.I.G. [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.):	82-4917455
Company Name submitting bid/proposal:	Definitive Industrial Group, Inc.
Mailing address:	6980-B Industrial Rd. Bmt, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
	N/A

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Steven Fore, who
(name)

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

"I, Steven Fore am a duly authorized officer of/agent
(name)
for Definitive Industrial Group, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Definitive Industrial Group, Inc.
(name of firm)

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

Name and address of bidder: Definitive Industrial Group, INC.

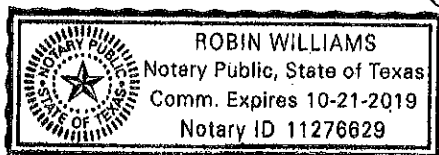
Fax: 409 220 8355 Telephone# 409 350 0669

by: Steven Fore Title: Pm
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

_____ on
this the 17th day of January, 2018 2019



[Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



Definitive Industrial Group, Inc.
6980 B Industrial Road
Beaumont, TX 77705

SEALED BID

rec. 1/22/15 10:41 AM yganer

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID NO: IFB 18-060/Y5



Construction Contract Change Order

A505

 Grant Recipient: JEFFERSON COUNTY, TEXAS

 Select: ☐ City ☒ County

 Contract No.: 7216231

 Change Order No.: 9

 Region: SETRPC
Contractor:

 (Name and Address)MK Constructors
 2485 North St.
 Vidor, Texas 77662

Engineer:

 (Name and Address)Action Civil Engineers, PLLC.
 8460 Central Mall Drive
 Suite J
 Port Arthur, Texas 77642

 Select Change Order Type(s): ☒ Change to Existing Line Items ☐ New Items Requested ☒ Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change In Contract Price
1	MOBILIZATION AND DEMOBILIZATION	1	1	LS	\$16,450.00	0	\$0.00
2	FURNISH & INSTALL LPSS GRINDERS	15	15	EA	\$5,560.00	0	\$0.00
3	ABANDON EXISTING SEPTIC TANK	15	15	EA	\$750.00	0	\$0.00
4	1 1/4" HDPE SDR-11 SANITARY SEWER	1,560	1,560	LF	\$4.50	0	\$0.00
5	2" PVC SDR-26 SEWER FORCE MAIN	532	537	LF	\$35.00	5	\$175.00
6	DRIVEWAY BORE FOR 2" SEWER	40	0	LF	\$25.00	-40	(\$1,000.00)
7	2" 45 DEG. BEND DI-MJ, RESTRAINED	1	1	EA	\$150.00	0	\$0.00
8	2" GATE VALVE DI-MJ RESTRAINED	1	1	EA	\$450.00	0	\$0.00
9	6"x2" WYE DI-MJ, RESTRAINED W/VAULT	1	1	EA	\$500.00	0	\$0.00
10	2" TERMINAL CLEANOUT W/VAULT	1	1	EA	\$400.00	0	\$0.00
11	LONG SIDE SANITARY SEWER LQV	8	8	EA	\$800.00	0	\$0.00
12	SHORT SIDE SANITARY SEWER LQV	7	7	EA	\$500.00	0	\$0.00
13	"610" ROCK FOR DRIVEWAYS, LQV	120	71	TON	\$55.00	-49	(\$2,695.00)
14	MANHOURS WHEN AUTHORIZED	5	0	HR	\$20.00	-5	(\$100.00)
15	TRUCK HOURS WHEN AUTHORIZED	5	0	HR	\$75.00	-5	(\$375.00)
16	BACK HOE / LOADER HOUR WHEN AUTHORIZED	5	0	HR	\$100.00	-5	(\$500.00)
17	FURNISH & INSTALL 4" PVC FOR	100	0	LF	\$8.00	-100	(\$800.00)
18	CEMENT STABILIZED SAND BACKFILL	5	0	TON	\$90.00	-5	(\$450.00)
19	EXTRA CLASS-A CONCRETE - BULK	5	5	CY	\$300.00	0	\$0.00
20	EXTRA CLASS-A CONCRETE - FORM	5	5	CY	\$500.00	0	\$0.00
A1	FURNISH & INSTALL LPSS GRINDERS	7	6	EA	\$4,339.00	-1	(\$4,339.00)
A2	ABANDON EXISTING SEPTIC TANK	7	14	EA	\$750.00	7	\$5,250.00
A3	1 1/4" HDPE SDR-11 SANITARY SEWER	728	1,488	LF	\$4.50	760	\$3,420.00
A4	SHORT SIDE SANITARY SEWER LQV	2	4	EA	\$500.00	2	\$1,000.00
A5	LONG SIDE SANITARY SEWER LQV	5	0	EA	\$800.00	-5	(\$4,000.00)

 Contract Change Sub-Total: **(\$4,414.00)**

 Grant Recipient: JEFFERSON COUNTY, TEXAS

 Contract No.: 7216231

 Change Order No.: 9

This form required as of September 1, 2016.

All previous versions no longer valid.

77

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Rain Days for June, and administrative delays on low to moderate households Income verification

Original Contract End Date: 3/4/2018
Net change of previous Change Orders (days): 169
Increase/Decrease of this Change Order (days): 112
Change Order Contract End Date 12/10/2018

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Change Order Summary			
Original Contract Price:	\$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	169
This Net Change Order:	(\$4,414.00)	Increase/Decrease of this Change Order (days):	112
New Contract Price:	\$201,450.00	Change Order Contract End Date	12/10/2018
Cumulative % Change:	-2.144%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

	1/14/19
Authorized Signature	Date
JEFF R. BRANICK, JEFFERSON COUNTY JUDGE	
Authorized Signatory's Name and Title	

Engineer's Recommendation

	12-17-18
Engineer's Signature	Date
William V. Larran, PE	
Engineer's Name	

Contractor's Authorization

	1/23/19
Contractor's Signature	Date
Michael Brown V.P.	
Contractor's Name and Title	

To receive an email copy of the TDA response, provide contact information below

Name	Email
Carrie Vincent	carrie@mkcorstruction.com

For TDA office use only

This Net Change Order:	(\$4,414.00)	Increase/decrease of this Change Order (days):	112
Net Change Order Approved:	(\$4,414.00)	Increase/decrease of this Change Order Approved:	1/2
Approved Contract Amount:	\$201,450.00	Approved Contract Time:	12/10/18

Notes:

	1/23/19
Contract Specialist Signature	Date

Director Signature (optional)	Date
-------------------------------	------

ATTEST
DATE 1/28/19 Chief Deputy



CONTRACT # IFB 18-036/YS

Hillcrest Memorial Gardens, Inc.

Burial# _____

Reference(s)# _____

P.O. Box 2060

4560 Hwy 87 South

Orange, Texas, 77631 - 2060

(409) 735-7145

Orange Forest Lawn

P.O. Box 2060

2312 Irving

Orange, Texas 77631 - 2060

(409) 735-7145

Claybar Haven of Rest Cemetery & Crematory

P.O. Box 27

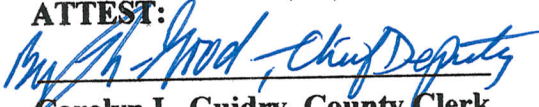
Hwy 90 at Green Pond Road

Beaumont, Texas 77704

(409) 892-3456

PO# 014945
Date January 16, 2019

PURCHASE AGREEMENT

ATTEST:

Carolyn L. Guidry, County Clerk

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPT.
IFB 18-036/YS
Address 1149 PEARL ST.
BEAUMONT, TX 77701
Email _____
Phone 409-835-8530



hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:
☐ Hillcrest Memorial Gardens, Inc. ☐ Orange Forest Lawn ☒ Claybar Haven of Rest & Crematory
(Hereinafter called "The Memorial Park") the number of interment, entombment, or inhumation space in the location described and any service or merchandise as so stated, at the price and terms as follows:

PROPERTY DESCRIPTION
Garden SERENITY
Section _____ Lot * Block * Spaces *
Section _____ Lot _____ Block _____ Spaces _____
No. of spaces _____ Square Feet _____
Mausoleum Unit _____
Crypt _____ Level _____

Special Note: if any item listed below is in reference to Memorialization, Granite, scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER AND/OR "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

MERCHANDISE - PROPERTY - SERVICES			
Price itemization:			
QTY	ITEM DESCRIPTION	COST	
<u>50</u>	<u>A. Ground Space</u>	<u>\$245.96/ea</u>	<u>\$ 12,298.00</u>
_____	<u>B. Mausoleum</u>	\$ _____	\$ _____
_____	<u>C. Niche</u>	\$ _____	\$ _____
_____	<u>D. Discount</u>	\$ _____	\$ _____
_____	<u>Net Property sale (A,B, or C-D)</u>	\$ _____	\$ _____
<u>50</u>	<u>Perpetual Care</u>	<u>\$59.04/ea</u>	<u>\$ 2,952.00</u>
_____	<u>Deed Fee</u>	\$ _____	\$ _____
_____	<u>Liner Installation Fee</u>	\$ _____	\$ _____
_____	<u>Opening & Closing</u>	\$ _____	\$ _____
_____	<u>E. Memorial</u>	\$ _____	\$ _____
_____	<u>Memorial Inst. Fee</u>	\$ _____	\$ _____
_____	<u>F. Granite Base</u>	\$ _____	\$ _____
_____	<u>G. Memorial Discount</u>	\$ _____	\$ _____
_____	<u>MISC</u>	\$ _____	\$ _____
_____	<u>Net Memorial Sales (E or F-G)</u>	\$ _____	\$ _____
_____	<u>Sales Tax</u>	\$ _____	\$ _____
_____	<u>TOTAL PRICE (target)</u>	\$ _____	\$ _____
_____	<u>Allowance(s)</u>	\$ _____	\$ _____
_____	<u>Other Applicable Discounts</u>	\$ _____	\$ _____
_____	<u>ADJUSTED SALES PRICE</u>	<u>\$ 15,250.00</u>	

CREDIT DISCLOSURES	
ADJUSTED SALES PRICE	\$ <u>15,250.00</u>
Less Cash Down Payment	\$ _____
Amount Financed	\$ _____
Annual Percentage Rate	_____ %
FINANCE CHARGE	\$ _____
TOTAL of PAYMENTS (Amount financed + finance charge)	\$ _____
Deferred Payment Price (total sales price + finance charge)	\$ _____
PAYMENT SCHEDULE	
Number of Installments	\$ _____
Payable (Mo, Quart, Ann)	\$ _____
_____ # equal installments of	\$ _____
And one final installment of	\$ _____
TOTAL AMOUNT OF ALL INSTALLMENTS (must equal total of payments as itemized above)	\$ <u>15,250.00</u>
First Installment Due	_____
CFH/CKW/FF Contract #	_____

NOTATIONS * SEE SEPARATE ATTACHMENT FOR SPACE DESCRIPTIONS

All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and/or inscriptions for memorials not included in any pre-need price and will be a just expense at need.

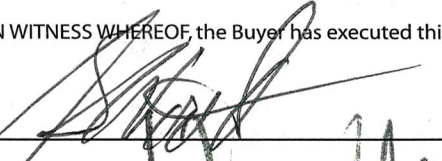

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed this

16th day of January, 2019

Buyer _____
Issue Deed to JEFFERSON COUNTY PUBLIC HEALTH DEPT.

FSA 
Accepted by 



CLAYBAR

Haven of Rest Cemetery

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
INDIGENT BURIAL PROGRAM
#IFB 18-036/YS

Garden of Serenity Space Descriptions
January 16, 2019

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Spaces</u>	<u># of Spaces</u>
Serenity	23	A	2,3,4	3
Serenity	23	C	2,3,4	3
Serenity	26	A	2,3,4	3
Serenity	26	C	2,3,4	3
Serenity	29	A	2,3,4	3
Serenity	29	C	2,3,4	3
Serenity	32	A	2,3,4	3
Serenity	32	C	2,3,4	3
Serenity	35	A	2,3,4	3
Serenity	35	C	2,3,4	3
Serenity	41	A	1 & 2	2
Serenity	51	B	4	1
Serenity	51	C	4	1
Serenity	51	D	1,2,3,4	4
Serenity	52	A	1	1
Serenity	52	C	1 & 2	2
Serenity	54	A	2,3,4	3
Serenity	54	B	1,2,3,4	4
Serenity	55	A	1 & 2	2
TOTAL				50



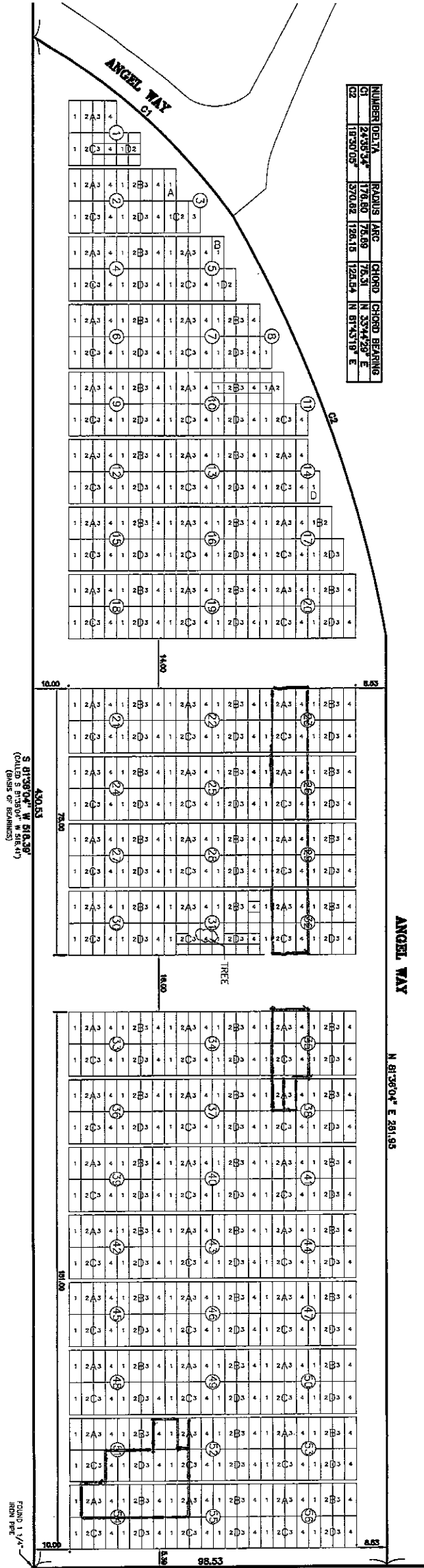
CLAYBAR

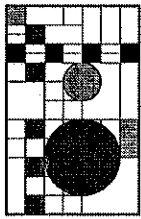
HAVEN OF REST
CEMETERY & CREMATORY

Garden

of

Serenity





The
LaBiche
Architectural
Group, Inc.

Dohn H. LaBiche,
Architect, FAIA
President

December 19, 2018

Greg Wall, AIA

Jefferson County Commissioners Court
Mrs. Deb Syphrett
1001 Pearl Street
Beaumont, TX 77701

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

Project: New Concession Stand for Ford Park Ball Fields

Re: Proposal for Additional Architectural Services

Dear Mrs. Syphrett,

ARCHITECTURE

PROJECT
CONSULTING

PLANNING

INTERIOR
DESIGN

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our meeting with Client and Spectrum representatives on Wednesday, December 19, 2018.

PROJECT INFORMATION:

The project, as we understand it, is the modifications to the design for the new Concession Stand at the softball fields at Ford Park, Beaumont, Texas.

SCOPE OF WORK:

The Architect and the Architect's consultants shall perform those services described below:

1. Redesign plans as required by the Client and Spectrum to provide a concession stand approximately 30' x 48' with associated walk-in freezer and access to the existing parking lot.
2. Redesign shall include modifications to commercial food preparation and serving equipment as directed by the Client and Spectrum.
3. Redesign shall include all structural, civil, mechanical, plumbing and electrical engineering required for modifications as directed by Client and Spectrum.
4. Architect shall assist Client with the bidding phase of the project and make recommendations upon review of the bids.

Architectural Proposal for
Ford Park Concession Stand

5. Architect shall provide Construction Administration services including review of payment requests, weekly inspections of the completed work and close-out of the construction.
6. It is our understanding that the construction budget for the project is \$500,000.00.

COMPENSATION:

The scope of work outlined above will be performed for a fixed fee of **Twenty Thousand Dollars (\$20,000.00)**, plus reimbursable expenses and distributed as follows:

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.
- ☐ Exclusions:
 1. Detailed Cost estimating by the Architect.
 2. Any services related to the Client's due diligence including, but not limited to: obtaining letters of utility availability and environmental assessments.

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

Respectfully,



Dohn H. LaBiche, FAIA

Approved By:

Name

Date

Architectural Proposal for
Ford Park Concession Stand

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	95.00
Intern Architect I	80.00
Draftsman	60.00
Interior Finish Consultant II	85.00
Secretarial	50.00

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

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

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

WEST ORDER FORM
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

Agreement 19-005/JW⁸⁵



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Karl Pollard 0112482</u>	
New <input type="checkbox"/> (NACI Form attached)		Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)	
Existing with no changes <input checked="" type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Acct # <u>1000076759</u>	Quote # _____	PO # _____	Date <u>1/10/2019</u>
Name/Subscriber <u>Jefferson County Corr Facility</u>		Bill To Acct # <u>1000076759</u>	
Order Confirmation Contact Name <u>Jamey West</u>			
E-Mail <u>jwest@co.jefferson.tx.us</u>			
Password Contact Name (for password delivery) <u>Jamey West</u>			
E-Mail <u>jwest@co.jefferson.tx.us</u>			
Time and Billing Contact Name <u>n/a</u>			
E-Mail <u>n/a</u>			
Federal Government Account Type	Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>
MSA Jurisdiction <u>Texas</u>	Contract # <u>DIR-LGL-CALIR-02</u>	Option # _____	

Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>			
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

*** R E Q U I R E D ***

I F N E E D E D

	Online/CD-ROM/Practice Solutions/Software Products	
--	---	--

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	OPTION 1B—All STATE & FEDERAL	1		81		
	CJS	1		12		
	All Analytical Library	1		20		
	Texas Form Finder	1		12		
	Texas Graphical Bundle	1		22		
	Texas Briefs Plus	1		22		

Notes: Texas Criminal Secondary Library 1 13
 SAID CODE: TXMS # DIR-LGL-CALIR-02, Option 1B

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ 182.00

	Online/Practice Solutions/Software Products Subscriptions	
--	--	--

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

☒ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

☒ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	West LegalEdcenter Products Subscriptions	
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Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

☒ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

☒ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

☐ **West LegalEdcenter annual billing (please check if requested)**

	CD-ROM Products	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at <http://legalsolutions.com/schedule-a-westlaw>. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

☒ **Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

☒ **CD-ROM annual billing (please check if requested)**

	Banded Products Subscriptions	
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You certify that you have a total of 1 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
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Technical Contacts for Westlaw Patron Access and Campus ResearchTechnical Contact Name (please print): n/a

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only**OF Instructions:** Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59**Online/Practice Solutions/Software Renewals**

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*
	n/a	

Notes:

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

☒ **12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

☒ **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months.

☒ **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months; Monthly Charges for the third 12 months will be ____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Passwords and QuickView+						
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Dotson	Jeannette				X			All

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name Dotson First Name Jeannette E-mail jdotson@co.jefferson.tx.us

		Print/CD-ROM Products				
Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords		
41001804/41003381	CGWN SO MSA PER PASSWORD	1		

Notes:

		Westlaw Roaming Access		
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

☒ Initial to block roaming access

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.
4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Peer Monitor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
8. **General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.
9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- West LegalEdcenter
- West km software
- Westlaw Public Records

ATTEST
DATE

Ch. Good, Chief Deputy
1/28/19



ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeff R. Brantick
Title Jefferson County Judge
Date January 28, 2019
Signature X *[Signature]*

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)

By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

AUTHORIZED WEST REPRESENTATIVE
Signature: *[Signature]*
Printed Name: Chuck Hamilton
Title: SR CRM Consultant
Date: 1/18/2019



**Lexis Advance® Subscription Amendment for State/Local
Government
(Existing Subscriber Version)**

"Subscriber" Name: Jefferson County Court at Law 1

Account Number: 10000DOAQ

"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.

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.

Number of Government Professional Users:

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
TX Jury Instructions	1011497	1
National Primary Enhanced	1011511	1
All Law Reviews	1010857	1

TX Transaction Guide: Legal Forms	1010483	1
Dorsaneo, TX Litigation Guide	1010135	1
TX Civil Practice Analytical	1011328	1
USCS - United States Code Service	1011069	1
Moore's Federal Practice - Criminal	1010337	1
<input checked="" 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
03/01/2019 to 2/29/2020	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.

N/A  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 02/22/2019.

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:

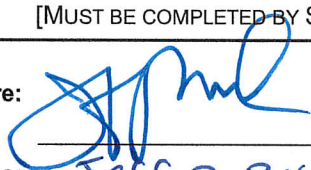
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized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

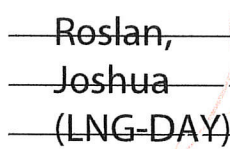
LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Court at Law 1	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	January 28, 2019

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:		Digitally signed by
Name:	Roslan, Joshua	Roslan, Joshua
Job Title:	(LNG-DAY)	(LNG-DAY)
Date:		Date: 2019.01.16 13:36:22 -05'00'

**ATTEST
DATE**


1/28/19





ADDITIONAL CONTENT RIDER

SLG

Subscriber Name: Jefferson County Court at Law 1

Subscriber Participating Billgroup(s) 10000DOAQ

or Account Number:

Date of Agreement/Amendment: 1/15/2019

PRODUCT/PREFERRED PRICING MATERIALS	SKU/MENU NUMBER	NUMBER OF USERS
(11) <u>News</u>	<u>1010610</u>	<u>1</u>
(12) <u>Moore's Federal Practice - Civil</u>	<u>1010336</u>	<u>1</u>
(13) _____		<u>0</u>
(14) _____		<u>0</u>
(15) _____		<u>0</u>
(16) _____		<u>0</u>
(17) _____		<u>0</u>
(18) _____		<u>0</u>
(19) _____		<u>0</u>
(20) _____		<u>0</u>
(21) _____		<u>0</u>
(22) _____		<u>0</u>
(23) _____		<u>0</u>
(24) _____		<u>0</u>
(25) _____		<u>0</u>

Roslan,
Joshua
(LNG-DAY)

Digitally signed
by Roslan, Joshua
(LNG-DAY)
Date: 2019.01.16
13:36:52 -05'00'



**Lexis Advance® Subscription Amendment for State/Local
Government
(Existing Subscriber Version)**

"Subscriber" Name: 172nd District Court

Account Number: 10001XQ2W

"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.

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.

Number of Government Professional Users:

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
All Briefs, Pleadings & Motions	1010612	1
News	1010610	1
TX Practice Library	1010629	1

National Primary Enhanced	1011511	1
<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
01/01/2019 - 12/31/2019	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 1/23/2019.

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:

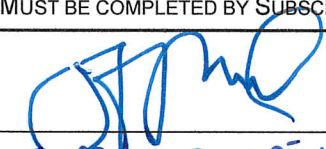
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized 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: 172nd District Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Brantick
Job Title:	Jefferson county judge
Date:	January 28, 2019

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	Roslan, Joshua (LNG-DAY)
Job Title:	(LNG-DAY)
Date:	2019.01.16 13:35:41 -05'00'

ATTEST
DATE


1/28/19





Doc 19-010/DC
Building Services

SpawGlass Building Services

350 Pine Street, Ste. 310 - Beaumont, Texas 77701 - Phone (409) 681-4547

Answering Service - 877-206-0944

Budget Proposal

August 17, 2018

Alex Rupp
 Jack Brooks Regional Airport
 5000 Jerry Ware Drive, Suite 100
 Beaumont, Texas 77705

Re: **Jerry Ware Terminal Repair Budget**

Address of Service: **Airport Travel - 5000 Jerry Ware Drive
 Beaumont, Texas 77705**

Dear Mr. Rupp,

SpawGlass Construction Corp. is pleased to offer our budget proposal to perform the scope as described in the following inclusions:

I. INCLUSIONS

We have estimated:

- 1) Refer to attached Scope of Work Summary for detailed list of inclusions and exclusions

Cost of Service	\$ 103,160.00
Sales Tax (8.25%)	TAX EXEMPT
Total Cost of Service	\$ 103,160.00

II. EXCLUSIONS

- 1) Sales Tax and Bonding
- 2) Building permits by owner if required
- 3) Code compliance of any kind
- 4) Work not specifically listed on the Scope of Work Summary is excluded

III. OWNER-SUPPLIED

- 1) Unencumbered access to the building and site
- 2) Utility usage during progression of work

Any work performed outside of this scope of work is to be considered a change order and paid in addition to the stated contract amount. This offer is subject to arrangements being made, which are satisfactory to Contractor, for payment of the contract sum and security thereof.

Note: This proposal is valid for thirty (30) days only.

Shawn Thurman
 SpawGlass Construction Corp.

8/17/2018
 Date



Alex Rupp
 Jack Brooks Regional Airport

Date

JEFFERSON COUNTY, TEXAS

[Signature]
 Jeff Branick, County Judge

ATTEST:

[Signature]
 Carolyn L. Guidry, County Clerk

Exterior:

1. Remove remaining storefront framing
2. Prep opening for new storefront framing
3. Install new aluminum storefront system and glass

Interior:

1. Remove remaining office trash, furnishings and debris
2. Remove remaining damaged masonry walls and plaster
3. Remove carpet floor coverings and base
4. Scrape and clean carpet adhesive from substrate
5. Repair / replace acoustical ceilings
6. Install new framing for drywall over masonry
7. Repair damaged electrical above ceiling in storage area
8. Install new drywall at all damaged locations
9. Tape, float and texture drywall
10. Prime and paint all walls
11. Paint one door and frame to Kitchen area
12. Repair glass in the aluminum entry door
13. Install new window blinds
14. Prep floors and install new roll carpet flooring
15. Equipment for demolition
16. Dumpsters for the duration of work
17. Air scrubber for interior dust control

Exclusions & Clarifications:

1. CCTV, Security System, Surveillance Cameras and access controls
2. Data / Communications cabling, hardware, networking, devices
3. Fire Alarm
4. HVAC work of any kind
5. Exterior sheathing, cladding and waterproofing beyond storefront replacement
6. Repairs / Improvements outside the limits of Airport Travel lease space
7. Finish Carpentry, millwork and casework
8. Any/all work associated with code compliance such as current building codes and mechanical, electrical plumbing and energy codes
9. Any/all work associated with ADA/TAS Compliance
10. Local Fire Marshal compliance (fire extinguishers, lighting, emergency egress, fire sprinkler, etc.)
11. Permit Fees and Tap Fees
12. Cost of Water and Electrical utility usage during progression of work
13. Soil Borings, material testing or reporting and surveys
14. Commissioning of Mechanical, Electrical and Plumbing Systems
15. Sales tax, Performance and Payment Bonds
16. Furniture & Equipment
17. Furnishing, storage or relocating owner's furniture and equipment
18. Removal of Hazardous or Contaminated Materials
19. Fencing and gates
20. Landscaping and irrigation
21. Signage and graphics



ATTEST
DATE

A. J. Good, Chief Deputy
1/28/19

IFB 17-008/JW
PO# 071129

99

A709

Certificate of Construction Completion

SUBMIT ONE FOR EACH PRIME CONSTRUCTION CONTRACT

Contractor Locality: Jefferson County

TxCDBG Contract No: 7216231

This is to certify that a final inspection of the project described below was conducted on the 20th day of December, 2018.

Contract was entered into on the 4th day of December, 2017 between the county of Jefferson County and MK Constructors, 2485 North Street, Vidor, Tx. 77662 for the construction of GRINDER PUMP AND FORCE MAIN INSTALLATION - Cheek Phase V.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders and supplemental agreements thereto, with the following exceptions:

None

2. The sum of \$ \$0.00, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, 20th day of December, 2018 as provided in the Contract.

4.	Amount of Original Contract	\$ <u>205,864.00</u>
	Cumulative Change Orders No.1-9	\$ <u>(4,414.00)</u>
	Final Amount of Contract	\$ <u>201,450.00</u>
	Less Previous Payments	\$ <u>181,305.00</u>
	Less Deductions (from #2 above)	\$ <u>0.00</u>
	FINAL PAYMENT (Balance)	\$ <u>20,145.00</u>

5. The Final Payment in the amount above is now due and payable.

Certified by:

Action Civil Engineers
Engineer

MK Constructors
Contractor

Jeff R. Branick
Chief Elected Official or Designee

Manager
Title

Project Manager
Title

Jefferson County Judge
Title

Action Civil Engineers, PLLC
Firm

MK Constructors
Firm

Jefferson County
County of Jefferson

William J. Emmer
Signature

Mahad Dine
Signature

[Signature]
Signature

Payment Application No. 10

PROJECT NAME: CHEEK COMMUNITY SEWER IMPROVEMENTS - PHASE V Grinder Pump Installation & Force Main				Project No. TX-CDBG NO. 7216231	
PARTIAL PAYMENT ESTIMATE				PARTIAL PAYMENT ESTIMATE RETAINAGE	
PARTIAL PAYMENT ESTIMATE				PAGE 1 of 1	
OWNER: JEFFERSON COUNTY		CONTRACTOR: MK Constructors		PERIOD OF ESTIMATE FROM Dec. 2017 TO Dec. 2018	

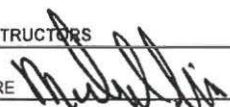
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Agency Approval Date	Amount			
		Additions	Deductions		
1	18-Dec-17	n/a	n/a	1. ORIGINAL CONTRACT	\$ 205,884.00
2	12/22/18	add 21 days		2. CHANGE ORDERS	\$ -
				3. REVISED CONTRACT (1+2)	\$ 205,884.00
				4. WORK COMPLETED*	\$ 201,450.00
				5. STORED MATERIALS*	\$ 51,534.72
				6. DEDUCTIONS.....	\$ 51,534.72
				6.5 SUBTOTAL	\$ 201,450.00
				7. RETAINAGE* 10%.....	\$ -
				8. PREVIOUS PAYMENTS	\$ 181,305.00
TOTALS			\$ -	9. AMOUNT DUE (6-7-8)	\$ 20,145.00
NET CHANGE		\$ -	\$ -	* DETAILED BREAKDOWN ATTACHED	

CONTRACT TIME			
Original(days)	90		
Revised	371	On Schedule	<input checked="" type="checkbox"/> YES
Remaining			<input type="checkbox"/> NO
		Starting Date	12/4/2017
		Projected Completion	8/20/2018

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor MK CONSTRUCTORS

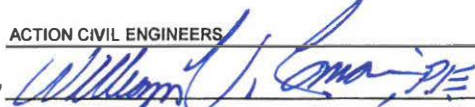
By MIKE SUIRE 

Date 12/10/2016

ARCHITECT OR ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer ACTION CIVIL ENGINEERS

By 

Date 1-24-19

APPROVED BY OWNER:

Owner JEFFERSON COUNTY

By _____

Date _____



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

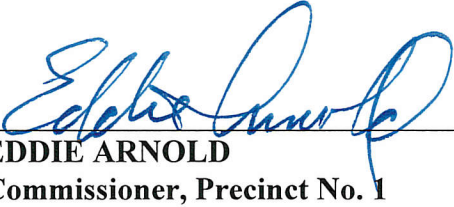
BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 28th day of January, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

- WHEREAS, Douglas Hanratty** has devoted 26 years of service to Jefferson County and the flying public and aviation community with pride and professionalism; and
- WHEREAS, Douglas Hanratty** is a dedicated Christian husband to Becky, father to Hunter and Lauren and
- WHEREAS, Douglas Hanratty** has made an outstanding contribution to the Jack Brooks Regional Airport and the quality of service at the Airport; and
- WHEREAS, Douglas Hanratty** began his career with Jefferson County in July 20, 1993 as a firefighter in the then Jefferson County Airport Fire Department; and
- WHEREAS, Douglas Hanratty** earned his Basic Structure Firefighter certification in December, 1994 and
- WHEREAS Douglas Hanratty** through hard work, and determination is now considered by the State of Texas an Intermediate Aircraft Rescue Firefighter and certified as Instructor 1 in January, 2011 by the Texas Commission of Fire Protection and
- WHEREAS, Douglas Hanratty** was promoted to Shift Captain in April, 2015
- WHEREAS, Douglas Hanratty** was directly involved in Airport Emergency Operations during Hurricanes Rita, Gustav, Ike, and Harvey; and
- WHEREAS, Douglas Hanratty** has amassed considerable knowledge of the Airport infrastructure and has been an invaluable resource for the Airport and County; and
- WHEREAS, Douglas Hanratty** is dependable, knowledgeable, humorous, thoughtful and personable; as well as a great cook and
- WHEREAS, through hard work, dedication, and commitment to excellence, Douglas Hanratty** has earned the respect and admiration of his colleagues, the Aviation Community, and the citizens of Jefferson County; and
- WHEREAS, having made significant contributions to the Jack Brooks Regional Airport, Douglas Hanratty**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends, co-workers, and the Aviation Community.
- NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Douglas Hanratty** for his dedicated services as a valuable employee of Jefferson County and wishes him well in his retirement.

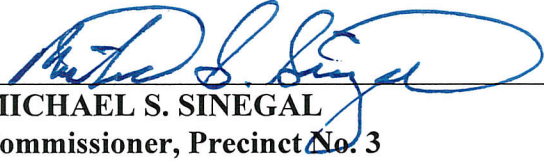
SIGNED this 28th day of January, 2019.



JUDGE JEFF R. BRANICK
County Judge



EDDIE ARNOLD
Commissioner, Precinct No. 1



MICHAEL S. SINEGAL
Commissioner, Precinct No. 3



BRENT A. WEAVER
Commissioner, Precinct No. 2



EVERETTE D. ALFRED
Commissioner, Precinct No. 4

PUBLIC DEFENDER CONTRACT
252nd DISTRICT COURT
CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Brittanie A. Holmes, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: In all criminal cases for which the Court has jurisdiction, Attorney agrees to represent indigent criminal defendants in all said cases assigned to Attorney in the Court with regard to all hearing and disposition prior to trial which have not been assigned to indigent defendant trial counsel. Jury trials and appeals are not covered by this contract.

Compensation: Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson county and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the 252nd a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date.

(k) Attorneys must meet with incarcerated Defendants timely and prior to Court settings.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

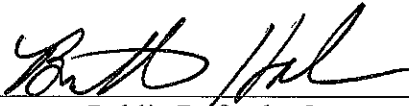
Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.



Contract Public Defender [contractor]

24064020

SBOT Number

1/22/19

Date

Approved and Accepted:



Criminal District Court Judge, 252nd
[appointing authority]

1/22/19

Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

pw Effective date 2/1/19.

PGM: GMCOMMV2	DATE 01-28-2019	PAGE: 1 107 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	60.70	455316
MICKEY GISCLAR	400.00	455431
		460.70**
ROAD & BRIDGE PCT.#1		
SPIDLE & SPIDLE	4,275.72	455240
M&D SUPPLY	96.38	455279
AT&T	67.20	455305
TEJAS TRUCK & RV SUPERSTORE	349.00	455315
UNITED STATES POSTAL SERVICE	.41	455343
ADVANCE AUTO PARTS	61.74	455405
REPUBLIC SERVICES	76.05	455423
		4,926.50**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	2,932.50	455240
MUNRO'S	20.00	455283
DEPARTMENT OF INFORMATION RESOURCES	.17	455330
CENTERPOINT ENERGY RESOURCES CORP	103.27	455362
NEW WAVE WELDING TECHNOLOGY	6.82	455380
REPUBLIC SERVICES	122.69	455423
		3,185.45**
ROAD & BRIDGE PCT. # 3		
ALL-PHASE ELECTRIC SUPPLY	959.00	455258
FARM & HOME SUPPLY	41.97	455261
ENTERGY	26.10	455269
MUNRO'S	38.40	455283
SEABREEZE CULVERT, INC.	1,618.80	455297
S.E. TEXAS BUILDING SERVICE	43.33	455303
VULCAN MATERIALS CO.	40,103.97	455317
LOWE'S HOME CENTERS, INC.	98.70	455351
FELIX AAA AUTO & TRUCK PARTS LLC	68.36	455422
REPUBLIC SERVICES	45.00	455423
		43,043.63**
ROAD & BRIDGE PCT.#4		
CHUCK'S WRECKER SERVICE	775.00	455252
SANITARY SUPPLY, INC.	392.58	455295
DEPARTMENT OF INFORMATION RESOURCES	.22	455330
UNITED STATES POSTAL SERVICE	5.66	455343
UNITED RENTALS	2,598.37	455364
SAM'S CLUB DIRECT	1,492.35	455403
SOUTHEAST TEXAS PARTS AND EQUIPMENT	92.92	455413
MARTIN MARIETTA MATERIALS	525.00	455421
REPUBLIC SERVICES	214.79	455423
O'REILLY AUTO PARTS	126.63	455452
		6,223.52**
ENGINEERING FUND		
TRI-CITY COFFEE SERVICE	35.95	455316
UNITED STATES POSTAL SERVICE	1.42	455343
BRADLEY STAFFORD	145.00	455404
CANON SOLUTIONS AMERICA INC	120.00	455406
		302.37**
PARKS & RECREATION		
LOWE'S HOME CENTERS, INC.	253.01	455351
		253.01**
GENERAL FUND		
JEFFERSON CTY. CLERK	4,122.86	455235
JEFFERSON CTY CHILD WELFARE BOARD	5,738.85	455379
		9,861.71*
TAX OFFICE		
DEPARTMENT OF INFORMATION RESOURCES	.06	455330
UNITED STATES POSTAL SERVICE	1,427.90	455343
ROCHESTER ARMORED CAR CO INC	378.40	455391

PGM: GMCOMMV2	DATE 01-28-2019	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
NEMO-Q	520.00	455411
VECTOR SECURITY	40.50	455436
COUNTY HUMAN RESOURCES		2,366.86*
UNITED STATES POSTAL SERVICE	.41	455343
AUDITOR'S OFFICE		.41*
FRAN M. LEE	132.82	455322
UNITED STATES POSTAL SERVICE	3.13	455343
COUNTY CLERK		135.95*
KIRKSEY'S SPRINT PRINTING	115.40	455277
UNITED STATES POSTAL SERVICE	291.25	455343
COUNTY JUDGE		406.65*
UNITED STATES POSTAL SERVICE	8.28	455343
ROCKY LAWDERMILK	2,000.00	455353
FRANCES BLAIR BETHEA	500.00	455387
HARVEY L WARREN III	2,000.00	455388
DAVID VANN DECORDOVA JR	500.00	455458
RISK MANAGEMENT		5,008.28*
OFFICE DEPOT	650.47	455285
UNITED STATES POSTAL SERVICE	21.99	455343
COUNTY TREASURER		672.46*
UNITED STATES POSTAL SERVICE	187.95	455343
PURCHASING DEPARTMENT		187.95*
BEAUMONT ENTERPRISE	2,024.07	455260
UNITED STATES POSTAL SERVICE	124.86	455343
GENERAL SERVICES		2,148.93*
CASH ADVANCE ACCOUNT	25.00	455276
SPINDLETOP MHMR	33,650.58	455278
ADVANCED STAFFING	195.00	455324
TOWER COMMUNICATIONS, INC.	2,435.00	455341
ROCHESTER ARMORED CAR CO INC	4,005.34	455391
DATA PROCESSING		40,310.92*
OLMSTED-KIRK PAPER	1,029.75	455286
VERIZON WIRELESS	75.98	455338
VOTERS REGISTRATION DEPT		1,105.73*
UNITED STATES POSTAL SERVICE	122.38	455343
ELECTIONS DEPARTMENT		122.38*
CASH ADVANCE ACCOUNT	1,035.83	455276
SIERRA SPRING WATER CO. - BT	23.55	455345
WESTERN MICROGRAPHICS & IMAGING	1,055.00	455398
EASYVOTE SOLUTIONS LLC	10,000.00	455428
DISTRICT ATTORNEY		12,114.38*
CASH ADVANCE ACCOUNT	175.00	455276
UNITED STATES POSTAL SERVICE	143.20	455343
DISTRICT CLERK		318.20*
UNITED STATES POSTAL SERVICE	497.23	455343
CRIMINAL DISTRICT COURT		497.23*

PGM: GMCOMMV2	DATE 01-28-2019		PAGE: 3 109
NAME	AMOUNT	CHECK NO.	TOTAL
EDWARD B. GRIPON, M.D., P.A.	595.00	455268	
UNITED STATES POSTAL SERVICE	11.86	455343	606.86*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.29	455343	1.29*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	39.46	455343	39.46*
279TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	455237	
PHILLIP DOWDEN	50.00	455246	
OFFICE DEPOT	190.57	455285	
ANITA F. PROVO	100.00	455290	
KEVIN PAULA SEKALY PC	1,050.00	455298	
CHARLES ROJAS	150.00	455329	
UNITED STATES POSTAL SERVICE	.47	455343	
JOEL WEBB VAZQUEZ	300.00	455359	
KIMBERLY PHELAN, P.C.	100.00	455366	
TONYA CONNELL TOUPS	600.00	455375	
RONALD PLESSALA	500.00	455381	
JONATHAN L. STOVALL	100.00	455392	
ALICIA K HALL	1,500.00	455397	
MELANIE AIREY	400.00	455417	6,091.04*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	8.68	455343	
JUDY PAASCH	2,465.42	455361	2,474.10*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	46.25	455343	46.25*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	100.47	455285	
F.B. TAYLOR INSURANCE	71.00	455323	29.47*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.38	455330	.38*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	43.31	455343	43.31*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.10	455330	.10*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.45	455343	2.45*
COUNTY COURT AT LAW NO. 2			
BRUCE N. SMITH	250.00	455302	
UNITED STATES POSTAL SERVICE	3.73	455343	
DANIEL CLAYTON	300.00	455347	
JOEL WEBB VAZQUEZ	300.00	455359	
SAMUEL & SON LAW FIRM PLLC	250.00	455416	1,103.73*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	7.75	455343	7.75*
COURT MASTER			
JUDGE LARRY GIST	7,523.76	455265	

PGM: GMCOMMV2	DATE 01-28-2019	AMOUNT	CHECK NO.	PAGE: 4 110 TOTAL
UNITED STATES POSTAL SERVICE		.47	455343	7,524.23*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE		1.63	455343	1.63*
SHERIFF'S DEPARTMENT				
AVIALL		1,187.92	455247	
CITY OF BEAUMONT - POLICE DEPT.		225.00	455254	
CITY OF NEDERLAND		73.82	455256	
FED EX		298.24	455262	
GT DISTRIBUTORS, INC.		139.00	455264	
JEFFERSON CTY. SHERIFF'S DEPARTMENT		756.00	455273	
JEFFERSON CTY. SHERIFF'S DEPARTMENT		550.00	455274	
MOORMAN & ASSOCIATES, INC.		150.00	455282	
OFFICE DEPOT		547.29	455285	
PORT ARTHUR NEWS, INC.		209.75	455289	
TTPOA		1,600.00	455313	
KEESHA GUILLORY		300.00	455325	
DEPARTMENT OF INFORMATION RESOURCES		537.42	455330	
VERIZON WIRELESS		3,250.02	455339	
UNITED STATES POSTAL SERVICE		2,167.30	455343	
CHILD ABUSE & FORENSIC SERVICES		795.00	455349	
FIVE STAR FEED		238.95	455356	
RITA HURT		825.00	455395	
GALLS LLC		2,677.57	455420	
REPUBLIC SERVICES		45.00	455423	
3L PRINTING COMPANY		25.00	455425	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI		200.00	455426	
THE MONOGRAM SHOP		383.50	455433	
BLUE360 MEDIA		1,733.60	455441	
FANNETT VETERINARY CLINIC		929.72	455448	
M&R FLEET SERVICES, INC.		1,554.82	455454	21,399.92*
CRIME LABORATORY				
AGILENT TECHNOLOGIES		555.70	455243	
FISHER SCIENTIFIC		82.60	455263	
OFFICE DEPOT		669.70	455285	
SWAFS		240.00	455293	
HENRY SCHEIN, INC.		172.38	455296	
CLAN LAB INVESTIGATING CHEMISTS		50.00	455355	
CAYMAN CHEMICAL COMPANY		131.00	455389	
JULIE HANNON		600.00	455410	
AIRGAS USA, LLC		136.69	455456	2,638.07*
JAIL - NO. 2				
JOHNSTONE SUPPLY		16.09	455241	
CITY OF BEAUMONT - WATER DEPT.		14,877.53	455253	
COASTAL WELDING SUPPLY		49.60	455257	
W.W. GRAINGER, INC.		312.48	455266	
ENTERGY		82.29	455269	
JACK BROOKS REGIONAL AIRPORT		1,888.93	455275	
M&D SUPPLY		341.85	455279	
MUNRO'S		124.50	455283	
SAM HOUSTON STATE UNIVERSITY		78.00	455294	
SHERWIN-WILLIAMS		359.26	455301	
SUTHERLAND LUMBER CO.		29.98	455307	
WORTH HYDROCHEM		342.00	455320	
MARK C. POPE		34.81	455326	
DEPARTMENT OF INFORMATION RESOURCES		1.11	455330	
LOWE'S HOME CENTERS, INC.		366.35	455351	
TECHNOLOGY FOR ENERGY CORPORATION		415.00	455370	
DOGUET RICE MILLING COMPANY		96.00	455372	
SOUTHEAST TEXAS STARTER		30.00	455377	
FIRETROL PROTECTION SYSTEMS, INC.		340.00	455383	
WORLD FUEL SERVICES		2,084.07	455386	
INDEPENDENT STATIONERS		21.75	455393	
INDUSTRIAL & COMMERCIAL MECHANICAL		709.44	455401	
EPIC CARD SERVICES LLC		290.43	455402	
THOMSON REUTERS-WEST		3,961.79	455409	

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		TOTAL
KROPP HOLDINGS INC	476.50	455412
ENTERPRISE RENT A CAR COMPANY	57.49	455414
ONSITE AVIONICS LLC	900.00	455415
GALLS LLC	1,999.20	455420
REPUBLIC SERVICES	2,630.18	455423
TEXAS PRISONER TRANSPORTATION SERVI	1,558.50	455427
THE MONOGRAM SHOP	33.00	455433
FOOD MARKETING CONCEPTS INC	17,893.89	455437
NATIONAL FOOD GROUP INC	20,252.76	455439
CORRHEALTH LLC	78,900.85	455446
JUVENILE PROBATION DEPT.		151,555.63*
HERNANDEZ OFFICE SUPPLY, INC.	45.27	455270
DEPARTMENT OF INFORMATION RESOURCES	.01	455330
VERIZON WIRELESS	51.96	455338
UNITED STATES POSTAL SERVICE	22.74	455343
JUVENILE DETENTION HOME		119.98*
CITY OF BEAUMONT - WATER DEPT.	2,760.30	455253
MOORE SERVICE CO., INC.	252.50	455281
S.E. TEXAS BUILDING SERVICE	2,600.00	455303
FLOWERS FOODS	92.10	455357
BEN E KEITH FOODS	3,923.84	455358
CENTERPOINT ENERGY RESOURCES CORP	233.58	455362
ATTABOY TERMITE & PEST CONTROL	80.00	455384
REPUBLIC SERVICES	704.70	455423
BIG THICKET PLUMBING INC	150.00	455447
STERICYCLE, INC	35.00	455449
CONSTABLE PCT 1		10,832.02*
VERIZON WIRELESS	227.94	455338
UNITED STATES POSTAL SERVICE	45.97	455343
TND WORKWEAR CO LLC	120.00	455432
CENTRAL POLICE SUPPLY, LTD	225.00	455450
CONSTABLE-PCT 2		618.91*
TEXAS STATE UNIVERSITY SAN MARS	150.00	455304
VERIZON WIRELESS	113.97	455338
CONSTABLE-PCT 4		263.97*
VERIZON WIRELESS	113.97	455338
CONSTABLE-PCT 6		113.97*
VERIZON WIRELESS	113.97	455338
UNITED STATES POSTAL SERVICE	1.63	455343
CONSTABLE PCT. 7		115.60*
AT&T	32.46	455305
VERIZON WIRELESS	113.97	455338
CONSTABLE PCT. 8		146.43*
TAC - TEXAS ASSN. OF COUNTIES	35.00	455309
VERIZON WIRELESS	113.97	455338
AGRICULTURE EXTENSION SVC		148.97*
TYLER FITZGERALD	50.14	455460
HEALTH AND WELFARE NO. 1		50.14*
NSO - NURSES SERVICE ORGANIZATION	109.00	455234
PETTY CASH - N C WELFARE	71.25	455287
AUSTIN CECIL WALKES MD PA	3,245.08	455319
UNITED STATES POSTAL SERVICE	92.22	455343
STERICYCLE, INC	35.00	455449
HEALTH AND WELFARE NO. 2		3,552.55*

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NAME	AMOUNT	CHECK NO. TOTAL
BROUSSARD'S MORTUARY	1,750.00	455250
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	455267
TIME WARNER COMMUNICATIONS	129.92	455311
AUSTIN CECIL WALKES MD PA	3,245.08	455319
MCKESSON MEDICAL-SURGICAL INC	306.59	455327
TERRI WATSON	50.00	455367
JACK L MARCUS INC	326.08	455435
STERICYCLE, INC	70.00	455449
NURSE PRACTITIONER		7,377.67*
GEORGE V. ZUZUKIN, M.D.	1,000.00	455242
MCKESSON MEDICAL-SURGICAL INC	1,063.27	455327
STERICYCLE, INC	35.00	455449
CHILD WELFARE UNIT		2,098.27*
BEAUMONT OCCUPATIONAL SERVICE, INC.	248.45	455348
J.C. PENNEY'S	834.49	455350
S&M FAMILY OUTLET	447.25	455352
ENVIRONMENTAL CONTROL		1,530.19*
AT&T	61.92	455305
DEPARTMENT OF INFORMATION RESOURCES	.10	455330
INDIGENT MEDICAL SERVICES		62.02*
KING'S PHARMACY	39.98	455244
KING'S PHARMACY BEAUMONT	182.94	455396
TDS OPERATING INC	62.28	455445
MAINTENANCE-BEAUMONT		285.20*
CONSOLIDATED ELECTRICAL DIST INC.	298.81	455259
W.W. GRAINGER, INC.	250.72	455266
M&D SUPPLY	91.74	455279
RALPH'S INDUSTRIAL ELECTRONICS	133.00	455292
ACE IMAGEWEAR	208.98	455300
AT&T	5,424.22	455305
TIME WARNER COMMUNICATIONS	66.91	455312
DEPARTMENT OF INFORMATION RESOURCES	604.64	455330
FRED MILLER'S OUTDOOR EQUIPMENT LLC	66.95	455418
REPUBLIC SERVICES	2,114.10	455423
MAINTENANCE-PORT ARTHUR		9,260.07*
BEAUMONT TRACTOR COMPANY	74.30	455248
CITY OF PORT ARTHUR - WATER DEPT.	2,490.83	455255
NOACK LOCKSMITH	33.00	455284
S.E. TEXAS BUILDING SERVICE	8,774.98	455303
DEPARTMENT OF INFORMATION RESOURCES	.18	455330
MAINTENANCE-MID COUNTY		11,373.29*
CENTERPOINT ENERGY RESOURCES CORP	218.28	455362
REPUBLIC SERVICES	92.10	455423
SERVICE CENTER		310.38*
ACTION AUTO GLASS	240.50	455239
J.K. CHEVROLET CO.	187.98	455272
MUNRO'S	45.90	455283
PHILPOTT MOTORS, INC.	210.41	455288
TATE & CO., INC.	4,422.52	455314
JEFFERSON CTY. TAX OFFICE	7.50	455331
JEFFERSON CTY. TAX OFFICE	7.50	455332
JEFFERSON CTY. TAX OFFICE	7.50	455333
JEFFERSON CTY. TAX OFFICE	7.50	455334
JEFFERSON CTY. TAX OFFICE	7.50	455335
JEFFERSON CTY. TAX OFFICE	7.50	455336
JEFFERSON CTY. TAX OFFICE	7.50	455337
BUMPER TO BUMPER	75.98	455360

PGM: GMCOMMV2	DATE 01-28-2019	AMOUNT	CHECK NO.	PAGE: 7 113 TOTAL
MIGHTY OF SOUTHEAST TEXAS		64.56	455394	
SPANKY'S WRECKER SERVICE INC		150.00	455400	
REPUBLIC SERVICES		122.69	455423	
IDENTIFIX		1,428.00	455457	
				7,001.04*
VETERANS SERVICE				
HILARY GUEST		106.60	455354	
				106.60*
				324,132.04**
MOSQUITO CONTROL FUND				
ADAPCO, INC.		81,262.50	455236	
SUPERIOR TIRE & SERVICE		48.84	455245	
MUNRO'S		38.73	455283	
DEPARTMENT OF INFORMATION RESOURCES		.05	455330	
CENTERPOINT ENERGY RESOURCES CORP		429.43	455362	
REPUBLIC SERVICES		122.69	455423	
REAGAN CARTER		165.00	455459	
				82,067.24**
FEMA EMERGENCY				
M&D SUPPLY		36.64	455280	
GULF COAST		214.70	455430	
				251.34**
BREATH ALCOHOL TESTING				
ALDINGER COMPANY		157.50	455407	
				157.50**
J.C. FAMILY TREATMENT				
BEAUMONT OCCUPATIONAL SERVICE, INC.		690.55	455348	
JUDY PAASCH		40.00	455361	
PATRICIA PETERS		20.00	455424	
				750.55**
SECURITY FEE FUND				
WAVEBAND COMMUNICATIONS, INC		1,597.50	455455	
				1,597.50**
LAW LIBRARY FUND				
STATE BAR OF TEXAS		210.00	455306	
				210.00**
JUVENILE PROB & DET. FUND				
VERIZON WIRELESS		31.57	455338	
HOUGHTON MIFFLIN HARCOURT PUBLISHIN		4,880.00	455442	
				4,911.57**
GRANT A STATE AID				
CASH ADVANCE ACCOUNT		259.00	455276	
HAYS COUNTY		18,321.00	455321	
YOUTH ADVOCATE PROGRAM		3,325.00	455373	
				21,905.00**
COMMUNITY SUPERVISION FND				
DEPARTMENT OF INFORMATION RESOURCES		.65	455330	
VERIZON WIRELESS		42.30	455338	
UNITED STATES POSTAL SERVICE		81.24	455343	
REDWOOD TOXICOLOGY LABORATORY		161.00	455371	
STERICYCLE, INC		35.00	455449	
				320.19**
JEFF. CO. WOMEN'S CENTER				
AIR COMFORT, INC.		3,809.10	455238	
BELL'S LAUNDRY		849.56	455249	
OFFICE DEPOT		314.04	455285	
AT&T		138.94	455305	
SYSCO FOOD SERVICES, INC.		2,077.15	455308	
BURT WALKER PARTNERS, LTD		4,500.00	455318	
DEPARTMENT OF INFORMATION RESOURCES		.13	455330	
VERIZON WIRELESS		15.75	455338	
BEN E KEITH FOODS		2,390.47	455358	

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NAME	AMOUNT	CHECK NO. TOTAL
MELODY C ANTOON RN	3,960.00	455369
SAM'S CLUB DIRECT	144.06	455403
MATERA PAPER COMPANY INC	389.20	455408
REPUBLIC SERVICES	150.26	455423
		18,738.66**
LAW OFFICER TRAINING GRT		
TEXAS COMMISSION ON LAW ENFORCEMENT	175.00	455378
PRINT JUNKIES INK	988.00	455419
		1,163.00**
DRUG INTERVENTION COURT		
INTOXIMETERS, INC.	1,155.00	455271
		1,155.00**
CJD SHERIFF GRANTS		
PORTER-STRAIT INSTRUMENT CO., INC.	23,060.00	455365
TULSAIR BEECHCRAFT INC	16,452.50	455374
		39,512.50**
J.P. COURTROOM TECH. FUND		
VERIZON WIRELESS	227.94	455338
		227.94**
HOTEL OCCUPANCY TAX FUND		
TIME WARNER COMMUNICATIONS	110.53	455310
DEPARTMENT OF INFORMATION RESOURCES	1.58	455330
REPUBLIC SERVICES	122.69	455423
STARS OVER TX SOFTBALL	900.00	455434
		1,134.80**
CAPITAL PROJECTS FUND		
SE TEX CONSTRUCTION CORPORATION	71,821.27	455368
LJA ENGINEERING INC	1,012.08	455399
		72,833.35**
AIRPORT FUND		
ALL-PHASE ELECTRIC SUPPLY	26.66	455258
SANITARY SUPPLY, INC.	52.26	455295
S.E. TEXAS BUILDING SERVICE	4,246.66	455303
WORTH HYDROCHEM	130.00	455320
DEPARTMENT OF INFORMATION RESOURCES	.10	455330
VERIZON WIRELESS	37.99	455338
CENTERPOINT ENERGY RESOURCES CORP	3,493.20	455362
UNIFIRST HOLDINGS INC	118.32	455385
SOUTHEAST TEXAS PARTS AND EQUIPMENT	40.86	455413
REPUBLIC SERVICES	368.07	455423
HERC RENTALS INC	1,750.00	455429
B&L ENVIORNMENTAL INC	40,000.00	455440
		50,264.12**
SE TX EMP. BENEFIT POOL		
GROUP ADMINISTRATIVE CONCEPTS INC	140,024.12	455390
EXPRESS SCRIPTS INC	69,907.55	455443
UNITEDHEALTHCARE INSURANCE COMPANY	82,132.29	455444
		292,063.96**
SETEC FUND		
REPUBLIC SERVICES	1,205.21	455423
		1,205.21**
LIABILITY CLAIMS ACCOUNT		
STEVENS BALDO & LIGHTY PLLC	684.10	455438
		684.10**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	12,088.81	455363
		12,088.81**
BAIL BONDING FUND		
KEITH DAY	7,500.00	455344
		7,500.00**
SHERIFF'S FORFEITURE FUND		

PGM: GMCOMMV2	DATE 01-28-2019	AMOUNT	CHECK NO.	PAGE: 9 115 TOTAL
VERIZON WIRELESS		75.98	455339	75.98**
PAYROLL FUND				
JEFFERSON CTY. - FLEXIBLE SPENDING	13,945.00	455211		
CLEAT	342.00	455212		
JEFFERSON CTY. TREASURER	13,947.62	455213		
RON STADTMUELLER - CHAPTER 13	157.50	455214		
INTERNAL REVENUE SERVICE	208.00	455215		
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,120.00	455216		
JEFFERSON CTY. COMMUNITY SUP.	9,696.74	455217		
JEFFERSON CTY. TREASURER - HEALTH	527,943.48	455218		
JEFFERSON CTY. TREASURER - GENERAL	35.00	455219		
JEFFERSON CTY. TREASURER - PAYROLL	1,742,746.13	455220		
JEFFERSON CTY. TREASURER - PAYROLL	623,120.45	455221		
MONEY LIFE INSURANCE OF AMERICA	100.34	455222		
POLICE & FIRE FIGHTERS' ASSOCIATION	2,116.58	455223		
TGSLC	560.88	455224		
JEFFERSON CTY. TREASURER - TCDRS	671,931.28	455225		
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,484.99	455226		
JEFFERSON COUNTY TREASURER	2,689.00	455227		
JEFFERSON COUNTY - TREASURER -	7,074.72	455228		
NECHES FEDERAL CREDIT UNION	42,960.89	455229		
JEFFERSON COUNTY - NATIONWIDE	75,783.12	455230		
JOHN TALTON	1,835.38	455231		
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	455232		
BELINDA M ZURITA	230.77	455233		
			3,743,079.72**	
CNTY & DIST COURT TECH FD				
VERIZON WIRELESS	265.95	455338		265.95**
MARINE DIVISION				
CHEMAX CORP.	2,105.66	455251		
JACK BROOKS REGIONAL AIRPORT	581.63	455275		
OFFICE DEPOT	.00	455285		
RITTER @ HOME	208.71	455291		
SETZER HARDWARE, INC.	15.36	455299		
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	455328		
VERIZON WIRELESS	341.91	455340		
SIERRA SPRING WATER CO. - BT	70.15	455346		
BUMPER TO BUMPER	1,516.42	455360		
TULSAIR BEECHCRAFT INC	6,607.50	455374		
ADVANCED ELECTRONICS	199.99	455376		
C & I OIL COMPANY INC	190.13	455382		
INDUSTRIAL & COMMERCIAL MECHANICAL	3,170.00	455401		
ONSITE AVIONICS LLC	2,020.00	455415		
GALLS LLC	199.00	455420		
THE GOODYEAR TIRE & RUBBER COMPANY	702.20	455451		
COASTAL BOAT LIFTS	5,935.00	455453		
			23,923.66**	
ASAP - CONSTABLE				
TRISTAR RISK MANAGEMENT	1,354.81	455363		1,354.81**
SHERIFF-SPINDLETOP GRANT				
GT DISTRIBUTORS, INC.	153.29	455264		
GALLS LLC	1,005.00	455420		
			1,158.29**	
			4,763,127.97***	



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 28th day of January, 2019, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2019-2020 fiscal year and that grant funds may be available through the Criminal Justice Division; and

WHEREAS, the Commissioners Court of Jefferson County recognizes that this court has been established since June 2005 and will continue to be operational for the 2019-2020 fiscal year.

WHEREAS Commissioners Court of Jefferson County agrees that in the event of loss or misuse of the Criminal Justice Division Funds Commissioners Court of Jefferson County assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant will not require matching funds and it is a grant that is sought annually.

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Drug Impact Court to the Office of the Governor, Criminal Justice Division.

Grant /Application Number 1869014

Signed this 28th of January, 2019.



JUDGE JEFF R. BRANICK
County Judge





COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Joleen E. Fregia
Chief Deputy
e-mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
challmark@co.jefferson.tx.us

January 23rd, 2019

Judge Jeff R. Branick
County Commissioners
Jefferson County
Beaumont, TX 77701

Dear Judge and Commissioners:

The 2019 Jefferson County Investment Policy has been provided for you to review, consider, and possibly approve. The only change was adding my name to the cover page of the policy.

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hallmark". The signature is written in a cursive, flowing style.

Charlie Hallmark
Enclosure

FOR COMMISSIONERS COURT AGENDA JANUARY 28, 2019
Agenda should read:

Review, consider, possibly approve, receive, and file the 2019 Jefferson County Investment Policy and Procedures



2019

Jefferson County

**Investment Policy
and
Procedures**

Jeff R. Branick

County Judge

Eddie Arnold

Commissioner, Pct. 1

Brent A. Weaver

Commissioner, Pct. 2

Michael Sinegal

Commissioner, Pct. 3

Everette“Bo” Alfred

Commissioner, Pct. 4

Charlie Hallmark

County Treasurer/Investment Officer

JEFFERSON COUNTY INVESTMENT POLICY AND PROCEDURES

1.0 INVESTMENT STRATEGY

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ATTACHMENTS, EXHIBITS, AND APPENDICES

Appendix A:	Govt. Code Title 10: Chapter 2256
	The Public Funds Investment Act
Appendix B:	Govt. Code Title 10: Chapter 2257
	The Public Funds Collateral Act
Exhibit #1:	Broker/Dealer Certification
Exhibit #2:	Approved List of Broker/Dealers
Exhibit #3:	Approving Order: Jefferson County Commissioners
	Court

1.0 INVESTMENT STRATEGY

1.01 Jefferson County Pooled Cash Funds:

Funds included are: Road and Bridge
 Debt Service
 Jury
 General
 Library
 Mosquito Control
 Airport
 Engineering
 Parks and Recreation
 Special Revenue
 Capital Projects
 Internal Service

1.0101 The funds of Jefferson County, that are invested, are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid short term Certificates of Deposit, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.

1.02 Other funds of Jefferson County:

Funds included are: Tax Office
 Community Supervision
 State Fee Officers
 Child Support
 Other account with surplus funds

1.0201 Other funds of Jefferson County, that are invested, are invested by matching maturity of investments with cash needs. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid, short term, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.

2.0 INVESTMENT SCOPE

2.01 Legal Authority to Invest

TEXAS GOVERNMENT CODE ANN., sec. 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds.

2.02 County Investment Portfolio Structure

This investment policy applies to all financial assets of all funds of the County of Jefferson, Texas, at the present time and any funds to be created in the future and other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Jefferson County and any depository bank.

2.03 Applicability of Policy

This policy governs the investment of all financial assets of all funds of Jefferson County, and are managed in compliance with this policy and all applicable state and federal laws.

3.0 INVESTMENT OBJECTIVES AND PRIORITIES

3.01 General Statement

This policy serves to satisfy the statutory requirements of the TEXAS GOVERNMENT CODE, ANN., Title 10, Section 2256, Public Funds Investment Act, to define and adopt a formal investment policy.

3.02 Safety of Principal

The primary objective of Jefferson County is to ensure the safety of principal in all funds and to avoid speculative investing.

3.03 Maintenance of Adequate Liquidity

The secondary objective of Jefferson County is to strive to maintain adequate liquidity, through scheduled maturity of investments, to cover the cash needs of the county consistent with the objectives of this policy.

3.04 Desired Diversification

It will be the policy of Jefferson County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investment. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

3.05 Rate of Return on Investments

It will be the objective of Jefferson County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

3.06 Maturity

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than thirty six (36) months.

3.07 Quality and Capability of Investment Manager

It is the County's policy to provide periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Treasurer in making investment decisions, in compliance with Sec. 2256.008 of the Public Funds Investment Act.

4.0 INVESTMENT RESPONSIBILITY AND CONTROL

4.01 Delegation of Investment Authority

In accordance with Sec. 2256.005 of the Public Funds Investment Act, the County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer, hereby appointed as Investment Officer, shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

4.02 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performance. Members of the Committee should be composed of the County Judge or his designee, County Auditor, County Treasurer, the Head of the Civil Division of the District Attorney's Office and an appointee representing the Commissioners Court. The Chairman will be elected by the Committee, and meetings will be called no less than annually and as needed.

4.03 Fiduciary, Prudence, and Ethical Standards

Jefferson County adopts the prudent fiduciary rule as applied in the then prevailing circumstances, when managing the County's portfolio, within the applicable legal and policy constraints. The prudent person rule is restated as follows:

"Investments must be made with the judgement and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

4.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code, the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

4.05 Accounting and Audit Control

The Jefferson County Treasurer will establish liaison with the Jefferson County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

4.06 Subject to Audit

The Jefferson County Treasurer is subject to audit by the Jefferson County Auditor. In addition, it is the policy of the Jefferson County Commissioner's Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Jefferson County Treasurer and the county's investment procedures shall be subject to the annual and any special audits as required.

5.0 INVESTMENT REPORTING

5.01 Monthly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson County Treasurer will report in writing monthly to Commissioners' Court and to the County Auditor. The report shall include a detailed listing of all purchases, sales and payments, and description of each security held.

5.02 Quarterly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson

County Treasurer will report quarterly the portfolio statistics, listing the type and description of investment in detail, the broker/dealer used for purchase, the yield to maturity, the stated maturity date, and the previous and current market value.

6.0 INVESTMENT INSTITUTIONS

6.01 Depository Bank

Fully collateralized Time Deposits, Certificates of Deposit, and interest-bearing checking accounts shall be placed at the County Depository Bank under a depository contract executed by Jefferson County Commissioners' Court and in compliance with V.C.T.A., Texas Local Government Code, Chapter 116 and Chapter 117.

6.02 Broker/Dealers

The Jefferson County Treasurer shall invest county funds through the Federal Reserve Bank book entry system, consistent with federal and state law and the current Bank Depository contract. Purchases shall be made with:

- 6.0201 U.S. Government Securities Dealers maintaining a National Association of Securities Dealers Series 7 license, and with knowledge of Institutional Investing, recommended by the County Treasurer, the Jefferson County Investment Advisory Committee, and approved by Commissioners Court. Dealers must comply with Section 6.03 of this Investment Policy to be selected.
- 6.0202 The Capital Markets Division of the Depository Bank.
- 6.0203 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.

6.03 Approval of Broker/Dealer

The Jefferson County Treasurer reviews the applications of the broker/dealer/financial institutions for compliance with this policy and recommends institution must demonstrate possession of the following criteria:

- 6.0301 Institutional investment experience,
- 6.0302 Good references from public fund investment officers.
- 6.0303 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank.
- 6.0304 An understanding of this Investment Policies and Procedures Manual,
- 6.0305 Regulation by the Securities and Exchange Commission (SEC),
- 6.0306 Membership in good standing in the National Association of Securities Dealers, Inc., and

6.0307 Valid licensure from the State of Texas.

7.0 INVESTMENT INSTRUMENTS

The Jefferson County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy:

7.01 Bank Investments

- 7.0101 Fully collateralized Time Deposits.**
- 7.0102 Fully collateralized Certificates of Deposit.**
- 7.0103 Fully collateralized interest-bearing checking accounts.**
- 7.0104 Fully collateralized sweep accounts**

7.02 Direct Investments

- 7.0201 United States Treasury Securities.**
- 7.0202 Obligations of the United States or its agencies and instrumentalities, with a legal stated maturity of no more than thirty six (36) months.**
- 7.0203 Excluded in the direct investments are derivative securities including but not limited to Collateralized Mortgage Obligations.**
- 7.0204 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.**

8.0 INVESTMENT PROCEDURES

8.01 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Jefferson County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment security.

Delivery Versus Payment

It will be the policy of the County that all Treasury, and Government Agency securities shall be purchased using the delivery vs. Payment (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the county has received, through the Federal Reserve wire, the securities purchased.

Safekeeping Institutions

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

9.0 COLLATERAL AND SAFEKEEPING

9.01 Collateral or Insurance

The Jefferson County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Depository Contract in one or more of the following manners:

9.0101 FDIC insurance coverage

9.0102 United States Government Bonds, Notes, and Bills

9.0103 Securities of federally-sponsored U. S. Agencies and instrumentalities of the United States Government.

9.0104 Letters of Credit issued by the Federal Home Loan Bank of Dallas.

9.02 Safekeeping

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank, or another disinterested third party bank, under an appropriate legal contract. The amount of such securities pledged shall be determined by their market value.

9.03 Collateral Reporting

The Treasurer of Jefferson County shall report to the County Commissioners' Court valuation of all collateral compared to all county deposits on a monthly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited or reductions in the volume of deposited funds.

10.0 INVESTMENT POLICY REVIEW AND AMENDMENT

Review Procedures

The Jefferson County Commissioners' Court shall review its investment policy and investment strategies not less than annually.

Changes to the Investment Policy

The County Treasurer and the Investment Advisory Committee, must review the Jefferson County Investment Policy not less than annually and recommend any changes to the Commissioners' Court.

EXHIBIT 1
Certification

CERTIFICATION

I hereby certify that I have personally read and understand the investment policy and procedures of Jefferson County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm and Jefferson County, will be directed towards precluding imprudent investment activities and protecting the Counties from credit risk.

All the sales personnel of this firm dealing with Jefferson County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy, and risk constraints, whenever we are so informed.

This firm pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this firm.

(Firm)

(Firm Representative)

(Representative's Title)

(Registration or Dealer Number)

(Signature)

(Date)

EXHIBIT 2**APPROVED LIST OF BROKER/DEALERS**

Approved List of Broker/Dealers

National Alliance Securities

**Howard LeDet
2245 Texas Drive
Suite 300
Sugar Land, TX 77479**

**Wells Fargo Bank
Josh Rodriguez
6250 Delaware Street
Beaumont, Texas 77706**

**Wells Fargo Capital Markets
Chuck Landry
1445 Ross Ave., Suite 420
Dallas, Texas 75202**

**FTN Financial Capital Markets
Zach Brewer
920 Memorial City Way, 11th Floor
Houston, TX 77024**

**David McElwain
Hilltop Securities Independent Network, Inc.
1800 St. James Place, Suite 210
Houston, TX 77056**

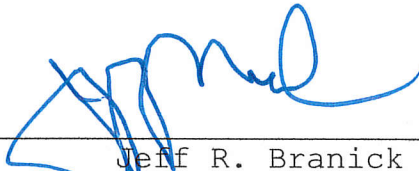
**Texas Class
Danny King
2435 N. Central Expressway, Suite 1200
Richardson, TX 75080
(C/O Karen Proctor)**

EXHIBIT 3**APPROVING ORDER**

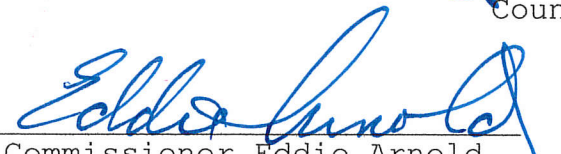
ORDER APPROVING
JEFFERSON COUNTY INVESTMENT POLICY AND PROCEDURES

Upon a motion of Commissioner Michael Sinegal,
seconded by Commissioner Brent Weaver, unanimously
adopted the following policies and procedures, and the same
are hereby approved, received and ordered filed.

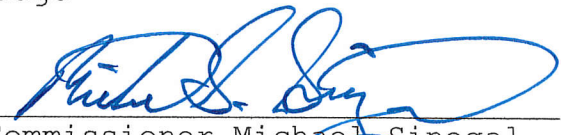
ORDERED this 28th day of January, 2019




Jeff R. Branick
County Judge



Commissioner Eddie Arnold
Precinct No. 1



Commissioner Michael Sinegal
Precinct No. 3



Commissioner Brent A. Weaver
Precinct No. 2



Commissioner Everette D. Alfred
Precinct No. 4

ATTEST:



Carolyn L. Guidry
Jefferson County Clerk



APPENDIX A

Chapter 2256-Public Funds Investment Act

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

(A) preservation and safety of principal;

(B) liquidity; and

(C) yield.

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b) (1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or fund of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

- (1) a local government;
- (2) a state agency;
- (3) a nonprofit corporation acting on behalf of a local government or a state agency; or
- (4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

- (1) a public retirement system as defined by Section 802.001;
- (2) state funds invested as authorized by Section 404.024;
- (3) an institution of higher education having total endowments of at least \$150 million in book value on September 1, 2017;
- (4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;
- (5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or
- (6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 1, eff. June 14, 2017.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

- (1) be written;
- (2) primarily emphasize safety of principal and liquidity;

(3) address investment diversification, yield, and maturity and the quality and capability of investment management; and

(4) include:

(A) a list of the types of authorized investments in which the investing entity's funds may be invested;

(B) the maximum allowable stated maturity of any individual investment owned by the entity;

(C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;

(D) methods to monitor the market price of investments acquired with public funds;

(E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.

(c) The investment policies may provide that bids for certificates of deposit be solicited:

(1) orally;

(2) in writing;

(3) electronically; or

(4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

(1) understanding of the suitability of the investment to the financial requirements of the entity;

(2) preservation and safety of principal;

(3) liquidity;

(4) marketability of the investment if the need arises to liquidate the investment before maturity;

(5) diversification of the investment portfolio; and

(6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685, Sec.

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421,
Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this subsection and Subsection (l), "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

(A) is dependent on an analysis of the makeup of the entity's entire portfolio;

(B) requires an interpretation of subjective investment standards; or

(C) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a

compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 1, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 149 (H.B. 1701), Sec. 1, eff. September 1, 2017.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a

person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS.

(a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(a-1) In addition to the requirements of Subsection (a)(1), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to

investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

(b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(b-1) A housing authority created under Chapter 392, Local Government Code, may satisfy the training requirement provided by Subsection (a)(2) by requiring the following person to attend, in each two-year period that begins on the first day of that housing authority's fiscal year and consists of the two consecutive fiscal years after that date, at least five hours of appropriate instruction:

(1) the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, or the investment officer; or

(2) if the authority does not have an officer described by Subdivision (1), another officer of the authority.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.

(f) Subsection (a)(2) does not apply to an officer of a municipality or housing authority if the municipality or housing authority:

(1) does not invest municipal or housing authority funds, as applicable; or

(2) only deposits those funds in:

(A) interest-bearing deposit accounts; or

(B) certificates of deposit as authorized by Section 2256.010.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 3, eff. June 17, 2011.

Acts 2015, 84th Leg., R.S., Ch. 222 (H.B. 1148), Sec. 1, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1248 (H.B. 870), Sec. 1, eff. September 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. 1488), Sec. 8.015, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 2, eff. September 1, 2017.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

(6) bonds issued, assumed, or guaranteed by the State of Israel;

(7) interest-bearing banking deposits that are guaranteed or insured by:

(A) the Federal Deposit Insurance Corporation or its successor; or

(B) the National Credit Union Share Insurance Fund or its successor; and

(8) interest-bearing banking deposits other than those described by Subdivision (7) if:

(A) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the

governing body or designated investment committee of the entity adopts as required by Section 2256.025; or

(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

(C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

(D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

(i) the depository institution selected as described by Paragraph (A);

(ii) an entity described by Section 2257.041(d);
or

(iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 4, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 2, eff. June 14, 2017.

Acts 2017, 85th Leg., R.S., Ch. 863 (H.B. 2647), Sec. 1, eff. June 15, 2017.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 1, eff. September 1, 2017.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in accordance with Chapter 2257 or in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128 (H.B. 256), Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 5, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 2, eff. September 1, 2017.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS.

(a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

(1) has a defined termination date;

(2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1); and

(3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with

the entity or with a third party selected and approved by the entity; and

(4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

(e) Section 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 6, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 3, eff. June 14, 2017.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM. (a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES.

A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

Commercial paper is an authorized investment under this subchapter if the commercial paper:

(1) has a stated maturity of 270 days or fewer from the date of its issuance; and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

(A) two nationally recognized credit rating agencies;
or

(B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

(3) complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years; and

(3) either:

(A) has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or

(B) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 4, eff. June 14, 2017.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
- (3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

(1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

(2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

(3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

(4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(d) Section 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 5, eff. June 14, 2017.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS. (a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

(1) the types of investments in which money is allowed to be invested;

(2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(3) the maximum stated maturity date any investment security within the portfolio has;

(4) the objectives of the pool;

(5) the size of the pool;

(6) the names of the members of the advisory board of the pool and the dates their terms expire;

(7) the custodian bank that will safekeep the pool's assets;

(8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(10) the name and address of the independent auditor of the pool;

(11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

(12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and

(13) the pool's policy regarding holding deposits in cash.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

(1) investment transaction confirmations; and

(2) a monthly report that contains, at a minimum, the following information:

(A) the types and percentage breakdown of securities in which the pool is invested;

(B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(E) the size of the pool;

(F) the number of participants in the pool;

(G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 7, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 6, eff. June 14, 2017.

Sec. 2256.017. EXISTING INVESTMENTS. Except as provided by Chapter 2270, an entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1, 1997.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 2, eff. May 23, 2017.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

(1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501 (f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

(2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY.

(a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related

security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7 (S.B. 495), Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371 (S.B. 894), Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804 (H.B. 2346), Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

(1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or

(2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent

and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds; and

(3) identifies the funds eligible to be invested in corporate bonds.

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Corporate bonds are not an eligible investment for a public funds investment pool.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347 (S.B. 1543), Sec. 1, eff. June 17, 2011.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST.

(a) In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121 (S.B. 1464), Sec. 1, eff. September 1, 2005.

Text of section as added by Acts 2017, 85th Leg., R.S., Ch. 773
(H.B. 1003), Sec. 7

For text of section as added by Acts 2017, 85th Leg., R.S., Ch. 344
(H.B. 1472), Sec. 1, see other Sec. 2256.0206.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: HEDGING TRANSACTIONS.

(a) In this section:

(1) "Eligible entity" means a political subdivision that has:

- (A) a principal amount of at least \$250 million in:
 - (i) outstanding long-term indebtedness;
 - (ii) long-term indebtedness proposed to be issued;

or

(iii) a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and

(B) outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or

other form of credit enhancement entered into in connection with the obligation.

(2) "Eligible project" has the meaning assigned by Section 1371.001.

(3) "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

(b) This section prevails to the extent of any conflict between this section and:

(1) another law; or

(2) an eligible entity's municipal charter, if applicable.

(c) The governing body of an eligible entity shall establish the entity's policy regarding hedging transactions.

(d) An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

(e) An eligible entity may pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

(f) Section 1371.059(c) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

(g) An eligible entity may credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

(h) An eligible entity's cost of or payment under a hedging contract or agreement may be considered:

(1) an operation and maintenance expense of the eligible entity;

(2) an acquisition expense of the eligible entity;

- (3) a project cost of an eligible project; or
- (4) a construction expense of the eligible entity.

Added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, eff. June 14, 2017.

Text of section as added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1

For text of section as added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, see other Sec. 2256.0206.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: PUBLIC JUNIOR COLLEGE DISTRICT FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS.

(a) In addition to other investments authorized under this subchapter, the governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1, eff. September 1, 2017.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk

assessment by the state auditor or performed at the direction of the state auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section 321.013.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

(1) describe in detail the investment position of the entity on the date of the report;

(2) be prepared jointly by all investment officers of the entity;

(3) be signed by each investment officer of the entity;

(4) contain a summary statement of each pooled fund group that states the:

(A) beginning market value for the reporting period;

(B) ending market value for the period; and

(C) fully accrued interest for the reporting period;

(5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

(6) state the maturity date of each separately invested asset that has a maturity date;

(7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

(8) state the compliance of the investment portfolio of the state agency or local government as it relates to:

(A) the investment strategy expressed in the agency's or local government's investment policy; and

(B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b) and Section 2256.017, this subchapter does not:

(1) prohibit an investment specifically authorized by other law; or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

(2) an entity created under Chapter 392, Local Government Code; or

(3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 3, eff. May 23, 2017.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.

APPENDIX B

Chapter 2257-Public Funds Collateral Act

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2257. COLLATERAL FOR PUBLIC FUNDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2257.001. SHORT TITLE. This chapter may be cited as the Public Funds Collateral Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.002. DEFINITIONS. In this chapter:

(1) "Bank holding company" has the meaning assigned by Section 31.002(a), Finance Code.

(2) "Control" has the meaning assigned by Section 31.002(a), Finance Code.

(3) "Deposit of public funds" means public funds of a public entity that:

(A) the comptroller does not manage under Chapter 404;
and

(B) are held as a demand or time deposit by a depository institution expressly authorized by law to accept a public entity's demand or time deposit.

(4) "Eligible security" means:

(A) a surety bond;

(B) an investment security;

(C) an ownership or beneficial interest in an investment security, other than an option contract to purchase or sell an investment security;

(D) a fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security;

(E) a floating-rate collateralized mortgage obligation that does not constitute a high-risk mortgage security; or

(F) a letter of credit issued by a federal home loan bank.

(5) "Investment security" means:

(A) an obligation that in the opinion of the attorney general of the United States is a general obligation of the United States and backed by its full faith and credit;

(B) a general or special obligation issued by a public agency that is payable from taxes, revenues, or a combination of taxes and revenues; or

(C) a security in which a public entity may invest under Subchapter A, Chapter 2256.

(6) "Permitted institution" means:

(A) a Federal Reserve Bank;

(B) a clearing corporation, as defined by Section 8.102, Business & Commerce Code;

(C) a bank eligible to be a custodian under Section 2257.041; or

(D) a state or nationally chartered bank that is controlled by a bank holding company that controls a bank eligible to be a custodian under Section 2257.041.

(7) "Public agency" means a state or a political or governmental entity, agency, instrumentality, or subdivision of a state, including a municipality, an institution of higher education, as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.

(8) "Public entity" means a public agency in this state, but does not include an institution of higher education, as defined by Section 61.003, Education Code.

(9) "State agency" means a public entity that:

(A) has authority that is not limited to a geographic portion of the state; and

(B) was created by the constitution or a statute.

(10) "Trust receipt" means evidence of receipt, identification, and recording, including:

(A) a physical controlled trust receipt; or

(B) a written or electronically transmitted advice of transaction.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
 Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.48(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 914, Sec. 5, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 254, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 891, Sec. 3.22(4), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.70, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.63, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 783 (H.B. 2103), Sec. 1, eff. June 17, 2011.

Sec. 2257.0025. HIGH-RISK MORTGAGE SECURITY. (a) For purposes of this chapter, a fixed-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) has an average life sensitivity with a weighted average life that:

(A) extends by more than four years, assuming an immediate and sustained parallel shift in the yield curve of plus 300 basis points; or

(B) shortens by more than six years, assuming an immediate and sustained parallel shift in the yield curve of minus 300 basis points; and

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

(b) For purposes of this chapter, a floating-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) bears an interest rate that is equal to the contractual cap on the instrument; or

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

Added by Acts 1997, 75th Leg., ch. 254, Sec. 2, eff. Sept. 1, 1997.

Sec. 2257.003. CHAPTER NOT APPLICABLE TO DEFERRED COMPENSATION PLANS. This chapter does not apply to funds that a public entity maintains or administers under a deferred compensation plan, the federal income tax treatment of which is governed by Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Sections 401 (k) and 457).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.004. CONFLICT WITH OTHER LAW. This chapter prevails over any other law relating to security for a deposit of public funds to the extent of any conflict.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.005. CONTRACT GOVERNS LEGAL ACTION. A legal action brought by or against a public entity that arises out of or in connection with the duties of a depository, custodian, or permitted institution under this chapter must be brought and maintained as provided by the contract with the public entity.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER B. DEPOSITORY; SECURITY FOR DEPOSIT OF PUBLIC FUNDS

Sec. 2257.021. COLLATERAL REQUIRED. A deposit of public funds shall be secured by eligible security to the extent and in the manner required by this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.022. AMOUNT OF COLLATERAL. (a) Except as provided by Subsection (b), the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

- (1) increased by the amount of any accrued interest; and
- (2) reduced to the extent that the United States or an instrumentality of the United States insures the deposit.

(b) The total value of eligible security described by Section 45.201(4)(D), Education Code, to secure a deposit of public funds of a school district must be in an amount not less than 110 percent of the amount of the deposit as determined under Subsection (a). The total market value of the eligible security must be reported at least once each month to the school district.

(c) The value of a surety bond is its face value.

(d) The value of an investment security is its market value.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 2003, 78th Leg., ch. 201, Sec. 46, eff. Sept. 1, 2003.

Sec. 2257.023. COLLATERAL POLICY. (a) In accordance with a written policy approved by the governing body of the public entity, a public entity shall determine if an investment security is eligible to secure deposits of public funds.

(b) The written policy may include:

(1) the security of the institution that obtains or holds an investment security;

(2) the substitution or release of an investment security;
and

(3) the method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.024. CONTRACT FOR SECURING DEPOSIT OF PUBLIC FUNDS.

(a) A public entity may contract with a bank that has its main office or a branch office in this state to secure a deposit of public funds.

(b) The contract may contain a term or condition relating to an investment security used as security for a deposit of public funds, including a term or condition relating to the:

(1) possession of the collateral;

(2) substitution or release of an investment security;

(3) ownership of the investment securities of the bank used to secure a deposit of public funds; and

(4) method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1999, 76th Leg., ch. 344, Sec. 5.006, eff. Sept. 1, 1999.

Sec. 2257.025. RECORDS OF DEPOSITORY. (a) A public entity's depository shall maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of public funds, and a transaction related to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a depository maintains under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.16, eff. Sept. 1, 1997.

Sec. 2257.026. CHANGE IN AMOUNT OR ACTIVITY OF DEPOSITS OF PUBLIC FUNDS. A public entity shall inform the depository for the public entity's deposit of public funds of a significant change in the amount or activity of those deposits within a reasonable time before the change occurs.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER C. CUSTODIAN; PERMITTED INSTITUTION

Sec. 2257.041. DEPOSIT OF SECURITIES WITH CUSTODIAN. (a) In addition to other authority granted by law, a depository for a public entity other than a state agency may deposit with a custodian a security pledged to secure a deposit of public funds.

(b) At the request of the public entity, a depository for a public entity other than a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds.

(c) A depository for a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds.

The custodian and the state agency shall agree in writing on the terms and conditions for securing a deposit of public funds.

(d) A custodian must be approved by the public entity and be:

(1) a state or national bank that:

(A) is designated by the comptroller as a state depository;

(B) has its main office or a branch office in this state; and

(C) has a capital stock and permanent surplus of \$5 million or more;

(2) the Texas Treasury Safekeeping Trust Company;

(3) a Federal Reserve Bank or a branch of a Federal Reserve Bank;

(4) a federal home loan bank; or

(5) a financial institution authorized to exercise fiduciary powers that is designated by the comptroller as a custodian pursuant to Section 404.031(e).

(e) A custodian holds in trust the securities to secure the deposit of public funds of the public entity in the depository pledging the securities.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 1010, Sec. 1, eff. June 17, 1995; Acts 1997, 75th Leg., ch. 891, Sec. 3.17, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 344, Sec. 5.007, eff. Sept. 1, 1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 3, eff. September 1, 2009.

Sec. 2257.042. DEPOSIT OF SECURITIES WITH PERMITTED INSTITUTION. (a) A custodian may deposit with a permitted institution an investment security the custodian holds under Section 2257.041.

(b) If a deposit is made under Subsection (a):

(1) the permitted institution shall hold the investment security to secure funds the public entity deposits in the depository that pledges the investment security;

(2) the trust receipt the custodian issues under Section 2257.045 shall show that the custodian has deposited the security in a permitted institution; and

(3) the permitted institution, on receipt of the investment security, shall immediately issue to the custodian an advice of transaction or other document that is evidence that the custodian deposited the security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.043. DEPOSITORY AS CUSTODIAN OR PERMITTED INSTITUTION. (a) A public entity other than a state agency may prohibit a depository or an entity of which the depository is a branch from being the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds.

(b) A depository or an entity of which the depository is a branch may not be the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds by a state agency.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.044. CUSTODIAN AS BAILEE. (a) A custodian under this chapter or a custodian of a security pledged to an institution of higher education, as defined by Section 61.003, Education Code, whether acting alone or through a permitted institution, is for all purposes the bailee or agent of the public entity or institution depositing the public funds with the depository.

(b) To the extent of any conflict, Subsection (a) prevails over Chapter 8 or 9, Business & Commerce Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.045. RECEIPT OF SECURITY BY CUSTODIAN. (a) On receipt of an investment security, a custodian shall immediately identify on its books and records, by book entry or another method, the pledge of the security to the public entity.

(b) For a deposit of public funds under Subchapter F, the custodian shall issue and deliver to the comptroller a trust receipt for the pledged security.

(c) For any other deposit of public funds under this chapter, at the written direction of the appropriate public entity officer, the custodian shall:

(1) issue and deliver to the appropriate public entity officer a trust receipt for the pledged security; or

(2) issue and deliver a trust receipt for the pledged security to the public entity's depository and instruct the depository to deliver the trust receipt to the public entity officer immediately.

(d) The custodian shall issue and deliver the trust receipt as soon as practicable on the same business day on which the investment security is received.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 434 (S.B. 581), Sec. 1, eff.
June 14, 2013.

Sec. 2257.046. BOOKS AND RECORDS OF CUSTODIAN; INSPECTION.

(a) A public entity's custodian shall maintain a separate, accurate, and complete record relating to each pledged investment security and each transaction relating to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a custodian maintains under this section. The public entity or its agent may inspect at any time an investment security evidenced by a trust receipt.

(c) The public entity's custodian shall file a collateral report with the comptroller in the manner and on the dates prescribed by the comptroller.

(d) At the request of the appropriate public entity officer, the public entity's custodian shall provide a current list of all pledged investment securities. The list must include, for each pledged investment security:

(1) the name of the public entity;

(2) the date the security was pledged to secure the public entity's deposit;

(3) the Committee on Uniform Security Identification Procedures (CUSIP) number of the security;

(4) the face value and maturity date of the security; and

(5) the confirmation number on the trust receipt issued by the custodian.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.18, eff. Sept. 1, 1997.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 434 (S.B. 581), Sec. 2, eff. June 14, 2013.

Sec. 2257.047. BOOKS AND RECORDS OF PERMITTED INSTITUTION. (a) A permitted institution may apply book entry procedures when an investment security held by a custodian is deposited under Section 2257.042.

(b) A permitted institution's records must at all times state the name of the custodian that deposits an investment security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.048. ATTACHMENT AND PERFECTION OF SECURITY INTEREST. (a) A security interest that arises out of a depository's pledge of a security to secure a deposit of public funds by a public entity or an institution of higher education, as defined by Section 61.003, Education Code, is created, attaches, and is perfected for all purposes under state law from the time that the custodian identifies the pledge of the security on the custodian's books and records and issues the trust receipt.

(b) A security interest in a pledged security remains perfected in the hands of a subsequent custodian or permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.061. AUDITS AND EXAMINATIONS. As part of an audit or regulatory examination of a public entity's depository or custodian, the auditor or examiner shall:

- (1) examine and verify pledged investment securities and records maintained under Section 2257.025 or 2257.046; and
- (2) report any significant or material noncompliance with this chapter to the comptroller.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.062. PENALTIES. (a) The comptroller may revoke a depository's designation as a state depository for one year if, after notice and a hearing, the comptroller makes a written finding that the depository, while acting as either a depository or a custodian:

- (1) did not maintain reasonable compliance with this chapter; and
- (2) failed to remedy a violation of this chapter within a reasonable time after receiving written notice of the violation.

(b) The comptroller may permanently revoke a depository's designation as a state depository if the comptroller makes a written finding that the depository:

- (1) has not maintained reasonable compliance with this chapter; and
- (2) has acted in bad faith by not remedying a violation of this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.063. MITIGATING CIRCUMSTANCES. (a) The comptroller shall consider the total circumstances relating to the performance of a depository or custodian when the comptroller makes a finding required by Section 2257.062, including the extent to which the noncompliance is minor, isolated, temporary, or nonrecurrent.

(b) The comptroller may not find that a depository or custodian did not maintain reasonable compliance with this chapter if the noncompliance results from the public entity's failure to comply with Section 2257.026.

(c) This section does not relieve a depository or custodian of the obligation to secure a deposit of public funds with eligible security in the amount and manner required by this chapter within a reasonable time after the public entity deposits the deposit of public funds with the depository.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.064. REINSTATEMENT. The comptroller may reinstate a depository's designation as a state depository if:

(1) the comptroller determines that the depository has remedied all violations of this chapter; and

(2) the depository assures the comptroller to the comptroller's satisfaction that the depository will maintain reasonable compliance with this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

SUBCHAPTER E. EXEMPT INSTITUTIONS

Sec. 2257.081. DEFINITION. In this subchapter, "exempt institution" means:

(1) a public retirement system, as defined by Section 802.001; or

(2) the permanent school fund, as described by Section 43.001, Education Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1997, 75th Leg., ch. 165, Sec. 6.31, eff. Sept. 1, 1997.

Sec. 2257.082. FUNDS OF EXEMPT INSTITUTION. An exempt institution is not required to have its funds fully insured or collateralized at all times if:

(1) the funds are held by:

(A) a custodian of the institution's assets under a trust agreement; or

(B) a person in connection with a transaction related to an investment; and

(2) the governing body of the institution, in exercising its fiduciary responsibility, determines that the institution is adequately protected by using a trust agreement, special deposit, surety bond, substantial deposit insurance, or other method an exempt institution commonly uses to protect itself from liability.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.083. INVESTMENT; SELECTION OF DEPOSITORY. This chapter does not:

(1) prohibit an exempt institution from prudently investing in a certificate of deposit; or

(2) restrict the selection of a depository by the governing body of an exempt institution in accordance with its fiduciary duty.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER F. POOLED COLLATERAL TO SECURE

DEPOSITS OF CERTAIN PUBLIC FUNDS

Sec. 2257.101. DEFINITION. In this subchapter, "participating institution" means a financial institution that holds one or more deposits of public funds and that participates in the pooled collateral program under this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.102. POOLED COLLATERAL PROGRAM. (a) As an alternative to collateralization under Subchapter B, the comptroller

by rule shall establish a program for centralized pooled collateralization of deposits of public funds and for monitoring collateral maintained by participating institutions. The rules must provide that deposits of public funds of a county are not eligible for collateralization under the program. The comptroller shall provide for a separate collateral pool for any single participating institution's deposits of public funds.

(b) Under the pooled collateral program, the collateral of a participating institution pledged for a public deposit may not be combined with, cross-collateralized with, aggregated with, or pledged to another participating institution's collateral pools for pledging purposes.

(c) A participating institution may pledge its pooled securities to more than one participating depositor under contract with that participating institution.

(d) The pooled collateral program must provide for:

- (1) participation in the program by a participating institution and each affected public entity to be voluntary;
- (2) uniform procedures for processing all collateral transactions that are subject to an approved security agreement described by Section 2257.103; and
- (3) the pledging of a participating institution's collateral securities using a single custodial account instead of an account for each depositor of public funds.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.103. PARTICIPATION IN POOLED COLLATERAL PROGRAM. A financial institution may participate in the pooled collateral program only if:

- (1) the institution has entered into a binding collateral security agreement with a public agency for a deposit of public funds and the agreement permits the institution's participation in the program;
- (2) the comptroller has approved the institution's participation in the program; and

(3) the comptroller has approved or provided the collateral security agreement form used.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.104. COLLATERAL REQUIRED; CUSTODIAN TRUSTEE. (a) Each participating institution shall secure its deposits of public funds with eligible securities the total value of which equals at least 102 percent of the amount of the deposits of public funds covered by a security agreement described by Section 2257.103 and deposited with the participating institution, reduced to the extent that the United States or an instrumentality of the United States insures the deposits. For purposes of determining whether collateral is sufficient to secure a deposit of public funds, Section 2257.022 (b) does not apply to a deposit of public funds held by the participating institution and collateralized under this subchapter.

(b) A participating institution shall provide for the collateral securities to be held by a custodian trustee, on behalf of the participating institution, in trust for the benefit of the pooled collateral program. A custodian trustee must qualify as a custodian under Section 2257.041.

(c) The comptroller by rule shall regulate a custodian trustee under the pooled collateral program in the manner provided by Subchapter C to the extent practicable. The rules must ensure that a custodian trustee depository does not own, is not owned by, and is independent of the financial institution or institutions for which it holds the securities in trust, except that the rules must allow the following to be a custodian trustee:

- (1) a federal reserve bank;
- (2) a banker's bank, as defined by Section 34.105, Finance Code; and
- (3) a federal home loan bank.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.105. MONITORING COLLATERAL. (a) Each participating institution shall file the following reports with the comptroller electronically and as prescribed by rules of the comptroller:

(1) a daily report of the aggregate ledger balance of deposits of public agencies participating in the pooled collateral program that are held by the institution, with each public entity's funds held itemized;

(2) a weekly summary report of the total market value of securities held by a custodian trustee on behalf of the participating institution;

(3) a monthly report listing the collateral securities held by a custodian trustee on behalf of the participating institution, together with the value of the securities; and

(4) as applicable, a participating institution's annual report that includes the participating institution's financial statements.

(b) The comptroller shall provide the participating institution an acknowledgment of each report received.

(c) The comptroller shall provide a daily report of the market value of the securities held in each pool.

(d) The comptroller shall post each report on the comptroller's Internet website.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.106. ANNUAL ASSESSMENT. (a) Once each state fiscal year, the comptroller shall impose against each participating institution an assessment in an amount sufficient to pay the costs of administering this subchapter. The amount of an assessment must be based on factors that include the number of public entity accounts a participating institution maintains, the number of transactions a participating institution conducts, and the aggregate average weekly deposit amounts during that state fiscal year of each participating institution's deposits of public funds collateralized under this subchapter. The comptroller by rule shall establish the formula for determining the amount of the assessments imposed under this subsection.

(b) The comptroller shall provide to each participating institution a notice of the amount of the assessment against the institution.

(c) A participating institution shall remit to the comptroller the amount assessed against it under this section not later than the 45th day after the date the institution receives the notice under Subsection (b).

(d) Money remitted to the comptroller under this section may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.107. PENALTY FOR REPORTING VIOLATION. The comptroller may impose an administrative penalty against a participating institution that does not timely file a report required by Section 2257.105.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.108. NOTICE OF COLLATERAL VIOLATION; ADMINISTRATIVE PENALTY. (a) The comptroller may issue a notice to a participating institution that the institution appears to be in violation of collateral requirements under Section 2257.104 and rules of the comptroller.

(b) The comptroller may impose an administrative penalty against a participating institution that does not maintain collateral in an amount and in the manner required by Section 2257.104 and rules of the comptroller if the participating institution has not remedied the violation before the third business day after the date a notice is issued under Subsection (a).

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.109. PENALTY FOR FAILURE TO PAY ASSESSMENT. The comptroller may impose an administrative penalty against a

participating institution that does not pay an assessment against it in the time provided by Section 2257.106(c).

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.110. PENALTY AMOUNT; PENALTIES NOT EXCLUSIVE. (a) The comptroller by rule shall adopt a formula for determining the amount of a penalty under this subchapter. For each violation and for each day of a continuing violation, a penalty must be at least \$100 per day and not more than \$1,000 per day. The penalty must be based on factors that include:

- (1) the aggregate average weekly deposit amounts during the state fiscal year of the institution's deposits of public funds;
- (2) the number of violations by the institution during the state fiscal year;
- (3) the number of days of a continuing violation; and
- (4) the average asset base of the institution as reported on the institution's year-end report of condition.

(b) The penalties provided by Sections 2257.107-2257.109 are in addition to those provided by Subchapter D or other law.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.111. PENALTY PROCEEDING CONTESTED CASE. A proceeding to impose a penalty under Section 2257.107, 2257.108, or 2257.109 is a contested case under Chapter 2001.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.112. SUIT TO COLLECT PENALTY. The attorney general may sue to collect a penalty imposed under Section 2257.107, 2257.108, or 2257.109.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.113. ENFORCEMENT STAYED PENDING REVIEW. Enforcement of a penalty imposed under Section 2257.107, 2257.108, or 2257.109 may be stayed during the time the order is under judicial review if the participating institution pays the penalty to the clerk of the court or files a supersedeas bond with the court in the amount of the penalty. A participating institution that cannot afford to pay the penalty or file the bond may stay the enforcement by filing an affidavit in the manner required by the Texas Rules of Civil Procedure for a party who cannot afford to file security for costs, subject to the right of the comptroller to contest the affidavit as provided by those rules.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.114. USE OF COLLECTED PENALTIES. Money collected as penalties under this subchapter may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Special, January 28, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 28, 2019