

*Notice of Meeting and Agenda and Minutes*  
*January 28, 2019*

**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**

*Notice of Meeting and Agenda and Minutes*  
January 28, 2019

**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**

**Notice of Meeting and Agenda and Minutes**  
**January 28, 2019**

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**

*Notice of Meeting and Agenda and Minutes*  
January 28, 2019

**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**

**Notice of Meeting and Agenda and Minutes**  
**January 28, 2019**

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**

*Notice of Meeting and Agenda and Minutes*  
January 28, 2019

**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**

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*January 28, 2019*

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**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

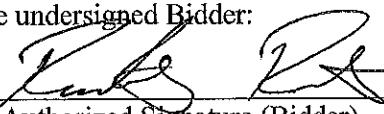
**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including 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:

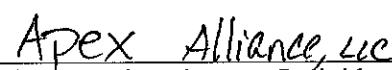
ATTEST:

  
\_\_\_\_\_  
Authorized Signature (Bidder)

Witness

  
\_\_\_\_\_  
Title of Person Signing Above

Witness

  
\_\_\_\_\_  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

  
\_\_\_\_\_  
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.**

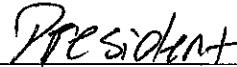
**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

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

ATTEST:

  
 \_\_\_\_\_  
 Authorized Signature (Bidder)

Witness

  
 \_\_\_\_\_  
 Title of Person Signing Above

Witness

  
 \_\_\_\_\_  
 Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 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: Rickey Root

Title of Authorized Signatory of Bidder: President

Signature of Authorized Signatory of Bidder: Rickey Root Date: \_\_\_\_\_



|       |              |                        |
|-------|--------------|------------------------|
| P&C   | 877 282 1625 | 225 South Fifth Street |
| Bonds | 800 933 7444 | 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, 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](mailto: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  
Or  
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](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente 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

Tammy Tieperman, Secretary

By:

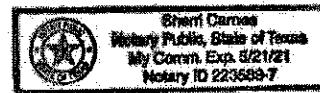
Dave E. Talbert

Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> 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.

Sherril James  
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  
Tammy Tieperman, Secretary

**NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY,  
PLEASE CALL 800 999 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT  
CONFIRMATION@INSURORS.COM.**

17

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

10:56 am 1/22/2019

Sealed Bid  
Jefferson County Purchasing Department  
IFB18-0601YS  
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](http://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 0469

**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):**

6900-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 Obligee) 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 Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 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.

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

Definitive Industrial Group, Inc.

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 14<sup>th</sup> 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.

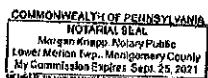
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

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

On this 27<sup>th</sup> 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 27<sup>th</sup> 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](mailto: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.

**ADVISIO 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](mailto: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

Beaumont TEXAS 77705

City

State

Zip

Sten Fure

Signature of Person Authorized to Sign

Steven Fore

Name

409 350 0669

409 220 8355

Phone

Fax

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  
(\$ 7280.30)

Alternate No. 2 (As Described in Specifications) for the Lump sum of: \_\_\_\_\_ Dollars  
(\$ 8550.30)

Alternate No. 3 (As Described in Specifications) for the Lump sum of: \_\_\_\_\_ Dollars  
(\$ 9550.00)

Alternate No. 4 (As Described in Specifications) for the Lump sum of: \_\_\_\_\_ Dollars  
(\$ 4275.00)

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  
(\$ 14,544.85)

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  
(\$ 3600.00)

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  
(\$ 2900.00)

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.**

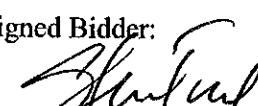
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

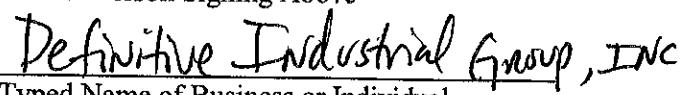
Witness

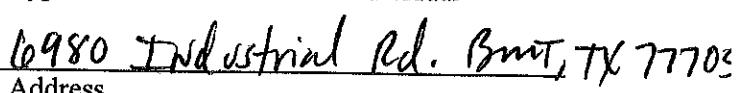
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

  
\_\_\_\_\_  
Authorized Signature (Bidder)

\_\_\_\_\_  
Title of Person Signing Above

  
\_\_\_\_\_  
Definitive Industrial Group, Inc.  
Typed Name of Business or Individual

  
\_\_\_\_\_  
16980 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.**

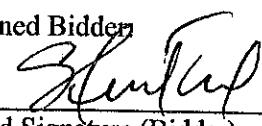
**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

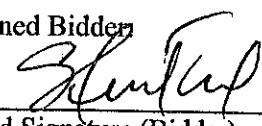
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder

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.**

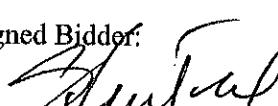
**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

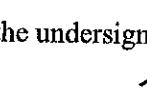
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

  
Authorized Signature (Bidder)

  
PM

Title of Person Signing Above

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

6980 Industrial Rd. Bmt, TX 77705  
Address

Approved by \_\_\_\_\_ Date: \_\_\_\_\_



**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 black ink, appearing to read "Max Ferreira", is placed above the typed name and title.

Max Ferreira,  
President  
[mferreira@definitiveindustrialgroup.com](mailto:mferreira@definitiveindustrialgroup.com)

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

22

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

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

1

## 6 UNSWORN DECLARATION

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

My address is 6980 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)

Perkins

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.**

REBID FORM (REV. 6-16-01)

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

Government/Company Name: Total Industrial Specialty Services  
 Address: 12711 Fuqua 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

Government/Company Name: Triple "S" Industrial  
 Address: 860 W. Chance Rd. Lumberton, Texas 77657  
 Contact Person and Title: Bryce 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

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

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

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

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

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

Definitive Industrial Group, Inc.

Bidder (Entity Name)

6980-B Industrial Rd.

Street & Mailing Address

Beaumont, TX 77705

City, State & Zip

409 350 0669

Telephone Number



Signature

Steven Fore

Print Name

1-17-19

Date Signed

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).

Signature of vendor doing business with the governmental entity

1-17-19

Date

N/A

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

| <b>LOCAL GOVERNMENT OFFICER<br/>CONFLICTS DISCLOSURE STATEMENT</b>  |   | <b>FORM CIS</b>   |
|---|---|---|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p> |   | <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <p><b>OFFICE USE ONLY</b></p> </div> <div style="flex: 1; text-align: right;"> <p>Date Received</p> </div> </div> |
| <b>1</b>  | <b>Name of Local Government Officer</b>   |   |
| <b>2</b>  | <b>Office Held</b>  |   |
| <b>3</b>  | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  |   |
| <b>4</b>  | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  |   |
| <b>5</b>  | <p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p> |   |
| <b>6</b>  | <p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>   |   |
| <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> <p style="margin: 0;">Signature of Local Government Officer</p>   |   |   |
| <p><b>AFFIX NOTARY STAMP / SEAL ABOVE</b></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p>  |   |   |
| <p>Signature of officer administering oath</p>  | <p>Printed name of officer administering oath</p>   | <p>Title of officer administering oath</p>  |

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. <b>Notify</b> 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. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. <b>Negotiate</b> 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. <b>Document</b> 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, <b>please explain the reasons why</b> .  |

**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

Steven Fore  
 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:  Yes  No

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

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

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

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

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

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

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

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

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

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

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

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

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

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

**PAGE 1 OF 4**

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

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

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

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

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

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

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

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

---

**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 reason:

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 Haiger Title: ESTIMATOR

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

Proposed Subcontract Amount: \$ 12,500 / 17000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: PLUMBING / HVAC

Subcontractor Name: ABSOLUTE

Contact person: Tracye Boudoin Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ 9500.00 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's Elec.

Address: 1640 Industrial PARK drive Nederland, TX 77627  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: Kenneth Mannion 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: HUAC 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: Steven

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.):  | <u>82-4917455</u>                          |
| Company Name submitting bid/proposal:   | <u>Definitive Industrial Group, Inc.</u>   |
| Mailing address:  | <u>6980-B Industrial Rd. Bmt, TX 77705</u> |
| 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** |
|---------------------------------|--------------------------------|
|                                 | <u>N/A</u>                     |
|                                 |                                |
|                                 |                                |

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

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

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

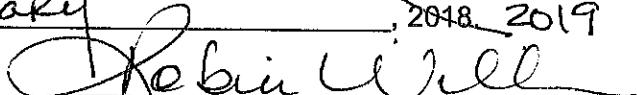
by: Steven Fore  
(print name)

Title: PM

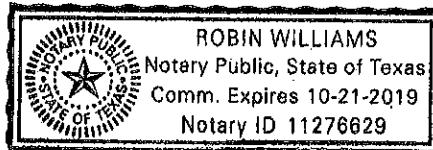
Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

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



Notary Public in and for  
the State of Texas



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

# SEALED BID

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



rec. 1/22/12 RO: HAN Weller

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

BID No: TFB 18-060/VS



# **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](http://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 0469

**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):**

6900-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 Obligee) 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 Obligee shall accept the bid of the Principal and the Principal  
shall enter into a Contract with the Obligee 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 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.

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

Definitive Industrial Group, Inc.

Max Ferraro

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 14<sup>th</sup> 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.

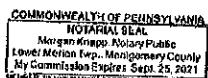
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

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

On this 27<sup>th</sup> 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 27<sup>th</sup> 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](mailto: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.

**ADVISIO 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](mailto: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

Beaumont TEXAS 77705

City

State

Zip

Steven Fore

Signature of Person Authorized to Sign

Steven Fore

Name

409 350 0669

409 220 8355

Phone

Fax

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  
(\$ 7280.30)

Alternate No. 2 (As Described in Specifications) for the Lump sum of: \_\_\_\_\_ Dollars  
(\$ 8550.30)

Alternate No. 3 (As Described in Specifications) for the Lump sum of: \_\_\_\_\_ Dollars  
(\$ 9550.00)

Alternate No. 4 (As Described in Specifications) for the Lump sum of: \_\_\_\_\_ Dollars  
(\$ 4275.00)

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  
(\$ 14,544.85)

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  
(\$ 3600.00)

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  
(\$ 2900.00)

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.**

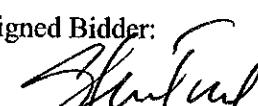
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

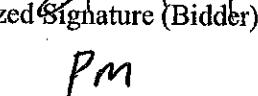
ATTEST:

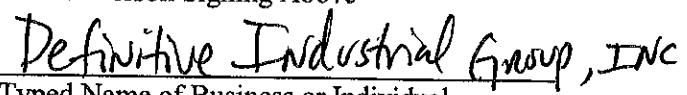
Witness

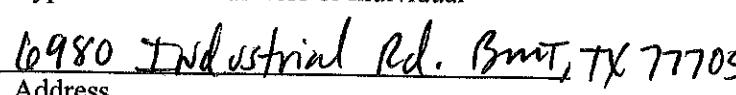
Witness

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.

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

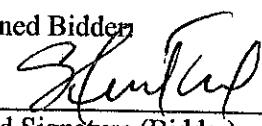
**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

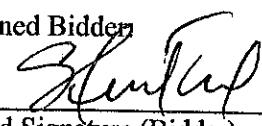
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder

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.**

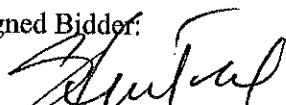
**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

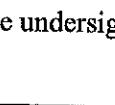
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

  
Authorized Signature (Bidder)

  
PM

Title of Person Signing Above

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

6980 Industrial Rd. Bmt, TX 77705  
Address

Approved by \_\_\_\_\_ Date: \_\_\_\_\_



**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 black ink, appearing to read "Max Ferreira", is placed above the typed name and title.

Max Ferreira,  
President  
[mferreira@definitiveindustrialgroup.com](mailto: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

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

1

## 6 UNSWORN DECLARATION

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

My address is 6980 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)

Perkins

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.**

REBID FORM (REV. 6-1-01)

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

Government/Company Name: Total Industrial Specialty Services  
 Address: 12711 Fuqua 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

Government/Company Name: Triple "S" Industrial  
 Address: 860 W. Chance Rd. Lumberton, Texas 77657  
 Contact Person and Title: Bryce 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

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

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

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

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

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

Definitive Industrial Group, Inc.

Bidder (Entity Name)



Signature

6980-B Industrial Rd.

Street & Mailing Address

Steven Fore

Print Name

Beaumont, TX 77705

City, State & Zip

1-17-19

Date Signed

409 350 0649

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).

Signature of vendor doing business with the governmental entity

1-17-19

Date

N/A

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

| <b>LOCAL GOVERNMENT OFFICER<br/>CONFLICTS DISCLOSURE STATEMENT</b>  |   | <b>FORM CIS</b>   |
|---|---|---|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p> |   | <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <p><b>OFFICE USE ONLY</b></p> </div> <div style="flex: 1; text-align: right;"> <p>Date Received</p> </div> </div> |
| <b>1</b>  | <b>Name of Local Government Officer</b>   |   |
| <b>2</b>  | <b>Office Held</b>  |   |
| <b>3</b>  | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  |   |
| <b>4</b>  | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  |   |
| <b>5</b>  | <p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p> |   |
| <b>6</b>  | <p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>   |   |
| <hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="margin: 0;">Signature of Local Government Officer</p>  |   |   |
| <p><b>AFFIX NOTARY STAMP / SEAL ABOVE</b></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p>  |   |   |
| <p>Signature of officer administering oath</p>  | <p>Printed name of officer administering oath</p>   | <p>Title of officer administering oath</p>  |

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. <b>Notify</b> 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. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. <b>Negotiate</b> 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. <b>Document</b> 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, <b>please explain the reasons why</b> .  |

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

Steven Fore  
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:  Yes  No

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

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

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

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

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

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

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

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

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

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

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

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

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

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

**PAGE 1 OF 4**

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

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

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

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

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

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

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

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

---

**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      City: Houston      State: TX      Zip: 77066  
 Street: \_\_\_\_\_

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 / 17000      Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: PLUMBING / HVAC

Subcontractor Name: ABSOLUTE

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

Contact person: Tracyce Boudoin      Title: \_\_\_\_\_

Phone (with area code): 409 719 8255      Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ 9500.00      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's Elec.

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

Contact person: Kenneth Mannion 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: HUAC 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: Steven

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.):  | <u>82-4917455</u>                          |
| Company Name submitting bid/proposal:   | <u>Definitive Industrial Group, Inc.</u>   |
| Mailing address:  | <u>6980-B Industrial Rd. Bmt, TX 77705</u> |
| 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** |
|---------------------------------|--------------------------------|
|                                 | <u>N/A</u>                     |
|                                 |                                |
|                                 |                                |

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

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

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

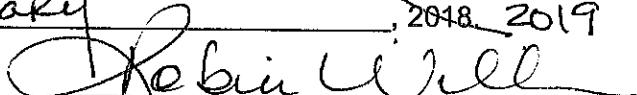
by: Steven Fore  
(print name)

Title: PM

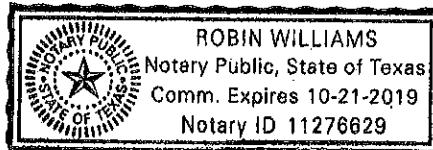
Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

on  
this the 17th day of January, 2018 2019



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. 1/22/12 RO: HAN 4844

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

BID No: TFB 18-060/VS



## 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       | 1             | 1             | EA  | \$500.00    | 0      | \$0.00                   |
| 10         | 2" TERMINAL CLEANOUT W/VALVE      | 1             | 1             | EA  | \$400.00    | 0      | \$0.00                   |
| 11         | LONG SIDE SANITARY SEWER LINE     | 8             | 8             | EA  | \$800.00    | 0      | \$0.00                   |
| 12         | SHORT SIDE SANITARY SEWER LINE    | 7             | 7             | EA  | \$500.00    | 0      | \$0.00                   |
| 13         | "610" ROCK FOR DRIVEWAYS, LOAD    | 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       | 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 LINE    | 2             | 4             | EA  | \$500.00    | 2      | \$1,000.00               |
| A5         | LONG SIDE SANITARY SEWER LINE     | 5             | 0             | EA  | \$800.00    | -5     | (\$4,000.00)             |

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

**Change in Contract Duration**

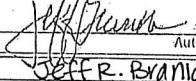
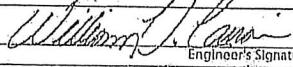
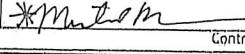
Provide explanation below (attach separate documentation as necessary).

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 |

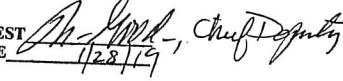
**Justification for Change**

|   | 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 TxCDBG 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 TxCDBG 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)   |              |  |            |
| <br>Authorized Signature   |              | 1/14/19<br>Date  |            |
| JEFF R. BRANICK, JEFFERSON COUNTY JUDGE<br>Authorized Signatory's Name and Title  |              |  |            |
| Engineer's Recommendation   |              |  |            |
| <br>Engineer's Signature   |              | 1/17/18<br>Date  |            |
| William J. Lamm, PE<br>Engineer's Name  |              |  |            |
| Contractor's Authorization  |              |  |            |
| <br>Contractor's Signature   |              | 1/23/19<br>Date  |            |
| Michael Brown, V.P.<br>Contractor's Name and Title  |              |  |            |
| To receive an email copy of the TDA response, provide contact information below   |              |  |            |
| Name: Caswell Vincent<br>Email: Caswell@mkconstruction.com  |              | For TDA office use only  |            |
| This Net Change Order: (\$4,414.00)<br>Net Change Order Approved: (\$4,414.00)<br>Approved Contract Amount: \$201,450.00  |              | Increase/decrease of this Change Order (days): 112<br>Increase/decrease of this Change Order Approved: 112<br>Approved Contract Time: 12/10/18 |            |
| Notes:  |              |  |            |
| <br>Contract Specialist Signature  |              | 1/23/19<br>Date  |            |

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.  
 Page 3 of 4

Director Signature (optional) Date

ATTEST  
 DATE 



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 # 074945  
 Date January 16, 2019

## PURCHASE AGREEMENT

ATTEST:

Jeff Guidry, Chy Deputy  
 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

(Hereinafter called "The Memorial Park") the number of interment, entombment or inurnment 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                |
|----------------------------------|--------------------------------------|---------------------|
| 50                               | A. Ground Space ..... \$245.96/ea    | \$ 12,298.00        |
|                                  | B. Mausoleum .....                   | \$ _____            |
|                                  | C. Niche .....                       | \$ _____            |
|                                  | D. Discount.....                     | \$ _____            |
|                                  | Net Property sale (A,B, or C-D)..... | \$ _____            |
| 50                               | Perpetual Care..... \$59.04/ea       | \$ 2,952.00         |
|                                  | Deed Fee.....                        | \$ _____            |
|                                  | Liner Installation Fee.....          | \$ _____            |
|                                  | Opening & Closing.....               | \$ _____            |
|                                  | E. Memorial .....                    | \$ _____            |
|                                  | Memorial Inst. Fee .....             | \$ _____            |
|                                  | F. Granite Base .....                | \$ _____            |
|                                  | G. Memorial Discount .....           | \$ _____            |
|                                  | MISC.....                            | \$ _____            |
|                                  | Net Memorial Sales (E or F-G) .....  | \$ _____            |
|                                  | Sales Tax .....                      | \$ _____            |
| TOTAL PRICE (target) .....       |                                      | \$ _____            |
| Allowance(s) .....               |                                      | \$ _____            |
| Other Applicable Discounts ..... |                                      | \$ _____            |
| ADJUSTED SALES PRICE .....       |                                      | \$ <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<br>+ finance charge).....        | \$ _____            |
| Deferred Payment Price (total sales<br>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<br>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.

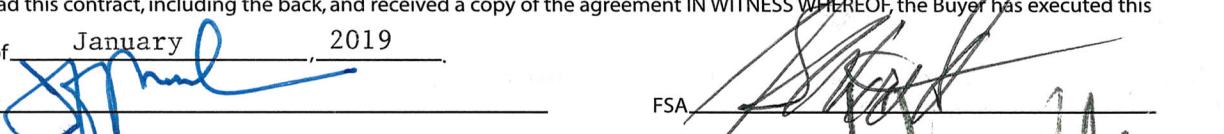
### RIGHTS OF PURCHASER AND SELLER

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 \_\_\_\_\_

  
 FSA  
 Accepted by 

Issue Deed to JEFFERSON COUNTY PUBLIC HEALTH DEPT.



# CLAYBAR

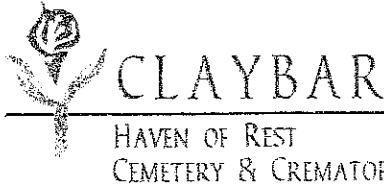
Haven of Rest Cemetery

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

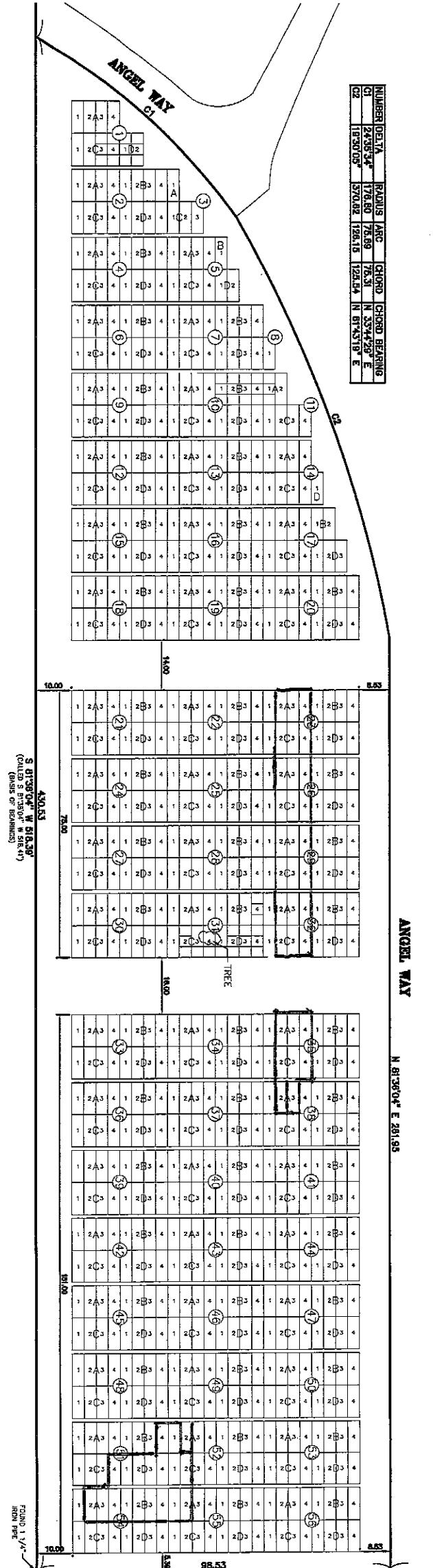
| <u>Garden</u> | <u>Lot</u> | <u>Block</u> | <u>Spaces</u> | <u># of Spaces</u> |
|---------------|------------|--------------|---------------|--------------------|
| Serenity      | 23         | A            | 2,3,4         | 3                  |
| Serenity      | 23         | C            | 2,3,4         | 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                  |
| <b>TOTAL</b>  |            |              |               | <b>50</b>          |

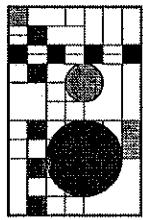


## Garden

of

## Serenity





The  
LaBiche  
Architectural  
Group, Inc.

**John 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,



John 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



THOMSON REUTERS

|   |  |  |   |   |
|---|--|--|---|---|
| <u>Check West account status below as applicable:</u>   |  | 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  | FEDLINK                                     | GSA   |
| MSA Jurisdiction <u>Texas</u>   |  | Contract # <u>DIR-LGL-CALIR-02</u>   | Option # <u></u>                            |   |
| 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 <input type="text"/> Attn: <input type="text"/>  |  |  |   |   |
| Address <input type="text"/> Suite/Floor <input type="text"/>   |  |  |   |   |
| City <input type="text"/> State <input type="text"/> County <input type="text"/> Zip <input type="text"/> |  |  |   |   |

\*\*\*REQUIREDE\*

IF NEEDED

|  |   |  |
|--|---|--|
|  | <b>Online/CD-ROM/Practice Solutions/Software Products</b> |  |
|--|---|--|

| 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**

|  |
|--|
| <b>Online/Practice Solutions/Software Products Subscriptions</b> |
|--|

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

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

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

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**

**Technical Contacts for Westlaw Patron Access and Campus Research**Technical 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 Conc = # 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

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

## ACKNOWLEDGMENT

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

Printed Name Jeff R. Branick  
 Title Jefferson County Judge  
 Date January 28, 2019  
 Signature X

ATTEST Jeff R. Branick, Chief Deputy  
 DATE 1/28/19



## 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: Chuck Hamster  
 Printed Name: Chuck Hamster  
 Title: SK GM Consultant  
 Date: 1/18/2019



"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](http://www.lexisnexis.com/terms/general).

### 2. Certification

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

Number of Government Professional Users:

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               |

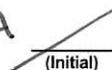
|  |          |   |
|--|----------|---|
| TX Transaction Guide: Legal Forms  | 1010483  | 1 |
| Dorsaneo, TX Litigation Guide  | 1010135  | 1 |
| TX Civil Practice Analytical   | 10111328 | 1 |
| USCS - United States Code Service  | 1011069  | 1 |
| Moore's Federal Practice - Criminal  | 1010337  | 1 |
| <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**

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:

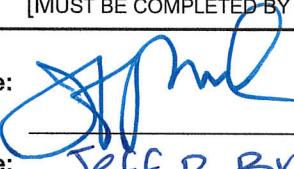
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized 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:     | Roslan, Joshua                       |
| Name:                     | Roslan, Joshua<br>(LNG-DAY)          |
| Job Title:                | (LNG-DAY)                            |
| Date:                     | Date: 2019.01.16<br>13:36:22 -05'00' |

ATTEST  
DATE







## 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) News                             | 1010610         | 1               |
| (12) Moore's Federal Practice - Civil | 1010336         | 1               |
| (13)                                  |                 | 0               |
| (14)                                  |                 | 0               |
| (15)                                  |                 | 0               |
| (16)                                  |                 | 0               |
| (17)                                  |                 | 0               |
| (18)                                  |                 | 0               |
| (19)                                  |                 | 0               |
| (20) -                                |                 | 0               |
| (21)                                  |                 | 0               |
| (22)                                  |                 | 0               |
| (23)                                  |                 | 0               |
| (24)                                  |                 | 0               |
| (25)                                  |                 | 0               |

Roslan,  
 Joshua  
 (LNG-DAY)

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



"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](http://www.lexisnexis.com/terms/general).

### 2. Certification

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

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               |

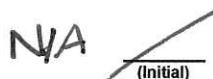
|   |         |   |
|---|---------|---|
| National Primary Enhanced   | 1011511 | 1 |
|   |         |   |
|   |         |   |
|   |         |   |
|   |         |   |
| <input type="checkbox"/> See attached Rider No. 1 for additional Content & Features |         |   |

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.

 (Initial)

**Subscriber elects access to the Alternate Materials**

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:

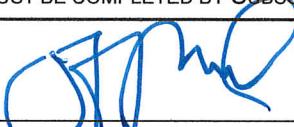
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized 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. Branick   |
| Job Title:                        | Jefferson County Judge  |
| Date:                             | JANUARY 28, 2019  |

LexisNexis, a division of RELX Inc.

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

ATTEST  
DATE 1/28/19 



JOC 19-010/DC  
**Building Services**

SpawGlass

MECHANICAL

**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

|                              |               |
|------------------------------|---------------|
| <u>Cost of Service</u>       | \$ 103,160.00 |
| <u>Sales Tax (8.25%)</u>     | TAX EXEMPT    |
| <u>Total Cost of Service</u> | \$ 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

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

*John Good, Chief Deputy*

*1/28/19*

IPB 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 20<sup>th</sup> 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, 20<sup>th</sup> day of December, 2018 as provided in the Contract.

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

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

Certified by:

Action Civil Engineers MK Constructors  
Engineer 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. Lamour  
Signature

Mark Dine  
Signature

Jeff R. Branick  
Signature

## Payment Application No. 10

|   |  |  |           |  |   |
|---|--|--|-----------|--|---|
| <b>PROJECT NAME: CHEEK COMMUNITY SEWER IMPROVEMENTS - PHASE V</b><br><b>Grinder Pump Installation &amp; Force Main</b><br><br><b>PARTIAL PAYMENT ESTIMATE</b> |  |  |           | <b>Project No. TX-CDBG NO. 7216231</b><br><br><b>PARTIAL PAYMENT ESTIMATE RETAINAGE</b><br><br><b>PAGE</b><br><b>1 of</b>  |   |
| <b>OWNER:</b><br><b>JEFFERSON COUNTY</b>  |  | <b>CONTRACTOR:</b><br><b>MK Constructors</b>   |           | <b>PERIOD OF ESTIMATE</b><br><b>FROM Dec. 2017</b> <b>TO Dec. 2018</b>   |   |
| <b>CONTRACT CHANGE ORDER SUMMARY</b>  |  |  |           | <b>ESTIMATE</b>  |   |
| <b>No.</b><br><br>1 18-Dec-17<br>2 12/22/18   | <b>Agency Approval Date</b><br><br>n/a<br>add 21 days  | <b>Amount</b><br><b>Additions</b> <b>Deductions</b>  |           | <b>1. ORIGINAL CONTRACT .....</b> <b>\$ 205,864.00</b><br><b>2. CHANGE ORDERS .....</b> <b>\$ -</b><br><b>3. REVISED CONTRACT (1+2) .....</b> <b>\$ 205,864.00</b><br><br><b>4. WORK COMPLETED* .....</b> <b>\$ 201,450.00</b><br><b>5. STORED MATERIALS* .....</b> <b>\$ 51,534.72</b><br><b>6. DEDUCTIONS.....</b> <b>\$ 51,534.72</b><br><b>6.5 SUBTOTAL</b> <b>\$ 201,450.00</b><br><b>7. RETAINAGE* 10%.....</b> <b>\$ -</b><br><b>8. PREVIOUS PAYMENTS .....</b> <b>\$ 181,305.00</b><br><br><b>TOTALS</b> <b>\$ -</b> <b>\$ -</b><br><b>NET CHANGE</b> <b>\$ -</b> <b>* DETAILED BREAKDOWN ATTACHED</b> |   |
|   |  |  |           |  |   |
|   | <b>CONTRACT TIME</b>   |  |           |  |   |
|   | Original(days) <b>90</b>   | Revised <b>371</b>   | Remaining | <b>On Schedule</b>   | <input checked="" type="checkbox"/> YES      Starting Date <b>12/4/2017</b><br><input type="checkbox"/> NO      Projected Completion <b>8/20/2018</b> |
|   | <b>CONTRACTOR'S CERTIFICATION:</b>   |  |           |  |   |
|   | <p>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.</p> |  |           |  |   |
|   | <b>ARCHITECT OR ENGINEER'S CERTIFICATION</b>   |  |           |  |   |
|   | <p>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.</p>  |  |           |  |   |
|   | <b>Contractor</b> <b>MK CONCTRUCTORS</b><br><br>By <b>MIKE SUIRE</b><br><br>Date <b>12/10/2016</b>   | <b>Architect or Engineer</b> <b>ACTION CIVIL ENGINEERS</b><br><br>By <b>William J. Lema, P.E.</b><br><br>Date <b>1-24-19</b> |           |  |   |
| <b>APPROVED BY OWNER:</b>   |  |  |           |  |   |
| Owner <b>JEFFERSON COUNTY</b><br><br>By _____<br><br>Date _____   |  |  |           |  |   |

According to the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0002. The time required to complete this information collection is estimated to range 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



# 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 77<sup>th</sup> 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 252<sup>nd</sup> 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.

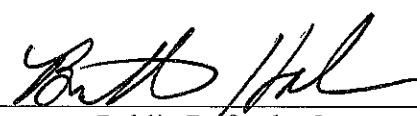
**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**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

<sup>W</sup> Effective date 2/1/19.

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

|                         |        |          |
|-------------------------|--------|----------|
| TRI-CITY COFFEE SERVICE | 60.70  | 455316   |
| MICKEY GISCLAR          | 400.00 | 455431   |
|                         |        | 460.70** |

## ROAD &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 |

| NAME  | AMOUNT             | CHECK NO.        |            |
|---|--------------------|------------------|------------|
| NEMO-Q<br>VECTOR SECURITY                                 | 520.00<br>40.50    | 455411<br>455436 | 2,366.86*  |
| COUNTY HUMAN RESOURCES                                    |                    |                  |            |
| UNITED STATES POSTAL SERVICE                              | .41                | 455343           | .41*       |
| AUDITOR'S OFFICE  |                    |                  |            |
| FRAN M. LEE<br>UNITED STATES POSTAL SERVICE               | 132.82<br>3.13     | 455322<br>455343 | 135.95*    |
| COUNTY CLERK  |                    |                  |            |
| KIRKSEY'S SPRINT PRINTING<br>UNITED STATES POSTAL SERVICE | 115.40<br>291.25   | 455277<br>455343 | 406.65*    |
| COUNTY JUDGE  |                    |                  |            |
| UNITED STATES POSTAL SERVICE<br>ROCKY LAUDERMILK          | 8.28<br>2,000.00   | 455343<br>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<br>UNITED STATES POSTAL SERVICE              | 650.47<br>21.99    | 455285<br>455343 | 672.46*    |
| COUNTY TREASURER  |                    |                  |            |
| UNITED STATES POSTAL SERVICE                              | 187.95             | 455343           | 187.95*    |
| PURCHASING DEPARTMENT                                     |                    |                  |            |
| BEAUMONT ENTERPRISE<br>UNITED STATES POSTAL SERVICE       | 2,024.07<br>124.86 | 455260<br>455343 | 2,148.93*  |
| GENERAL SERVICES  |                    |                  |            |
| CASH ADVANCE ACCOUNT<br>SPINDLETOP MHMR                   | 25.00<br>33,650.58 | 455276<br>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<br>VERIZON WIRELESS                    | 1,029.75<br>75.98  | 455286<br>455338 | 1,105.73*  |
| VOTERS REGISTRATION DEPT                                  |                    |                  |            |
| UNITED STATES POSTAL SERVICE                              | 122.38             | 455343           | 122.38*    |
| ELECTIONS DEPARTMENT                                      |                    |                  |            |
| CASH ADVANCE ACCOUNT<br>SIERRA SPRING WATER CO. - BT      | 1,035.83<br>23.55  | 455276<br>455345 |            |
| WESTERN MICROGRAPHICS & IMAGING                           | 1,055.00           | 455398           |            |
| EASYVOTE SOLUTIONS LLC                                    | 10,000.00          | 455428           |            |
| DISTRICT ATTORNEY   |                    |                  | 12,114.38* |
| CASH ADVANCE ACCOUNT<br>UNITED STATES POSTAL SERVICE      | 175.00<br>143.20   | 455276<br>455343 | 318.20*    |
| DISTRICT CLERK  |                    |                  |            |
| UNITED STATES POSTAL SERVICE                              | 497.23             | 455343           | 497.23*    |
| CRIMINAL DISTRICT COURT                                   |                    |                  |            |

| NAME   | AMOUNT          | CHECK NO.        |           |
|--|-----------------|------------------|-----------|
| EDWARD B. GRIPON, M.D., P.A.<br>UNITED STATES POSTAL SERVICE | 595.00<br>11.86 | 455268<br>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           |           |
| 317TH DISTRICT COURT   |                 |                  | 6,091.04* |
| 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           |           |
| COUNTY COURT AT LAW NO. 3                                    |                 |                  | 1,103.73* |
| UNITED STATES POSTAL SERVICE                                 | 7.75            | 455343           | 7.75*     |
| COURT MASTER   |                 |                  |           |
| JUDGE LARRY GIST   | 7,523.76        | 455265           |           |

| NAME                                | AMOUNT    | CHECK NO. | 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    |            |
| CRIME LABORATORY                    |           |           | 21,399.92* |
| 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    |            |
| JAIL - NO. 2                        |           |           | 2,638.07*  |
| 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    |            |
| ENERGY                              | 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    |            |

| NAME                                | AMOUNT    | CHECK NO. | 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 TERMITIC & 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*   |

| 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    |                   |
| <b>NURSE PRACTITIONER</b>           |          |           | <b>7,377.67*</b>  |
| GEORGE V. ZUZUKIN, M.D.             | 1,000.00 | 455242    |                   |
| MCKESSON MEDICAL-SURGICAL INC       | 1,063.27 | 455327    |                   |
| STERICYCLE, INC                     | 35.00    | 455449    |                   |
| <b>CHILD WELFARE UNIT</b>           |          |           | <b>2,098.27*</b>  |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 248.45   | 455348    |                   |
| J.C. PENNEY'S                       | 834.49   | 455350    |                   |
| S&M FAMILY OUTLET                   | 447.25   | 455352    |                   |
| <b>ENVIRONMENTAL CONTROL</b>        |          |           | <b>1,530.19*</b>  |
| AT&T                                | 61.92    | 455305    |                   |
| DEPARTMENT OF INFORMATION RESOURCES | .10      | 455330    |                   |
| <b>INDIGENT MEDICAL SERVICES</b>    |          |           | <b>62.02*</b>     |
| KING'S PHARMACY                     | 39.98    | 455244    |                   |
| KING'S PHARMACY BEAUMONT            | 182.94   | 455396    |                   |
| TDS OPERATING INC                   | 62.28    | 455445    |                   |
| <b>MAINTENANCE-BEAUMONT</b>         |          |           | <b>285.20*</b>    |
| 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    |                   |
| <b>MAINTENANCE-PORT ARTHUR</b>      |          |           | <b>9,260.07*</b>  |
| 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    |                   |
| <b>MAINTENANCE-MID COUNTY</b>       |          |           | <b>11,373.29*</b> |
| CENTERPOINT ENERGY RESOURCES CORP   | 218.28   | 455362    |                   |
| REPUBLIC SERVICES                   | 92.10    | 455423    |                   |
| <b>SERVICE CENTER</b>               |          |           | <b>310.38*</b>    |
| 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    |                   |

| NAME                                | AMOUNT    | CHECK NO. | 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*      |
| MOSQUITO CONTROL FUND               |           |           | 324,132.04** |
| ADAPCO, INC.                        |           |           |              |
| SUPERIOR TIRE & SERVICE             | 81,262.50 | 455236    |              |
| MUNRO'S                             | 48.84     | 455245    |              |
| DEPARTMENT OF INFORMATION RESOURCES | 38.73     | 455283    |              |
| CENTERPOINT ENERGY RESOURCES CORP   | .05       | 455330    |              |
| REPUBLIC SERVICES                   | 429.43    | 455362    |              |
| REAGAN CARTER                       | 122.69    | 455423    |              |
|                                     | 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    |              |

| 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    |              |
| LAW OFFICER TRAINING GRT            |            |           | 18,738.66**  |
| TEXAS COMMISSION ON LAW ENFORCEMENT |            |           |              |
| PRINT JUNKIES INK                   | 175.00     | 455378    |              |
| DRUG INTERVENTION COURT             | 988.00     | 455419    | 1,163.00**   |
| INTOXIMETERS, INC.                  | 1,155.00   | 455271    | 1,155.00**   |
| CJD SHERIFF GRANTS                  |            |           |              |
| PORTR-STRAIT INSTRUMENT CO., INC.   | 23,060.00  | 455365    |              |
| TULSAIR BEECHCRAFT INC              | 16,452.50  | 455374    |              |
| J.P. COURTROOM TECH. FUND           |            |           | 39,512.50**  |
| VERIZON WIRELESS                    | 227.94     | 455338    |              |
| HOTEL OCCUPANCY TAX FUND            |            |           | 227.94**     |
| 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    |              |
| CAPITAL PROJECTS FUND               |            |           | 1,134.80**   |
| SE TEX CONSTRUCTION CORPORATION     | 71,821.27  | 455368    |              |
| LJA ENGINEERING INC                 | 1,012.08   | 455399    |              |
| AIRPORT FUND                        |            |           | 72,833.35**  |
| 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 ENVIRONMENTAL INC               | 40,000.00  | 455440    |              |
| SE TX EMP. BENEFIT POOL             |            |           | 50,264.12**  |
| GROUP ADMINISTRATIVE CONCEPTS INC   | 140,024.12 | 455390    |              |
| EXPRESS SCRIPTS INC                 | 69,907.55  | 455443    |              |
| UNITEDHEALTHCARE INSURANCE COMPANY  | 82,132.29  | 455444    |              |
| SETEC FUND                          |            |           | 292,063.96** |
| REPUBLIC SERVICES                   | 1,205.21   | 455423    |              |
| LIABILITY CLAIMS ACCOUNT            |            |           | 1,205.21**   |
| STEVENS BALDO & LIGHTY PLLC         | 684.10     | 455438    |              |
| WORKER'S COMPENSATION FD            |            |           | 684.10**     |
| TRISTRAR RISK MANAGEMENT            | 12,088.81  | 455363    |              |
| BAIL BONDING FUND                   |            |           | 12,088.81**  |
| KEITH DAY                           | 7,500.00   | 455344    |              |
| SHERIFF'S FORFEITURE FUND           |            |           | 7,500.00**   |

| NAME   | AMOUNT          | CHECK NO. | TOTAL      |
|--|-----------------|-----------|------------|
| VERIZON WIRELESS PAYROLL FUND                          | 75.98           | 455339    | 75.98**    |
| JEFFERSON CTY. - FLEXIBLE SPENDING CLEAT               | 13,945.00       | 455211    |            |
| JEFFERSON CTY. TREASURER RON STADTMUELLER - CHAPTER 13 | 342.00          | 455212    |            |
| INTERNAL REVENUE SERVICE                               | 13,947.62       | 455213    |            |
| JEFFERSON CTY. ASSN. OF D.S. & C.O.                    | 157.50          | 455214    |            |
| JEFFERSON CTY. COMMUNITY SUP.                          | 208.00          | 455215    |            |
| JEFFERSON CTY. TREASURER - HEALTH                      | 4,120.00        | 455216    |            |
| JEFFERSON CTY. TREASURER - GENERAL                     | 9,696.74        | 455217    |            |
| JEFFERSON CTY. TREASURER - PAYROLL                     | 527,943.48      | 455218    |            |
| JEFFERSON CTY. TREASURER - PAYROLL                     | 35.00           | 455219    |            |
| MONY LIFE INSURANCE OF AMERICA                         | 1,742,746.13    | 455220    |            |
| POLICE & FIRE FIGHTERS' ASSOCIATION                    | 623,120.45      | 455221    |            |
| TGSLC  | 100.34          | 455222    |            |
| JEFFERSON CTY. TREASURER - TCDRS                       | 2,116.58        | 455223    |            |
| OPPENHEIMER FUNDS DISTRIBUTOR, INC                     | 560.88          | 455224    |            |
| JEFFERSON COUNTY TREASURER                             | 671,931.28      | 455225    |            |
| JEFFERSON COUNTY - TREASURER -                         | 1,484.99        | 455226    |            |
| NECHES FEDERAL CREDIT UNION                            | 2,689.00        | 455227    |            |
| JEFFERSON COUNTY - NATIONWIDE                          | 7,074.72        | 455228    |            |
| JOHN TALTON  | 42,960.89       | 455229    |            |
| IL DEPT OF HEALTCARD AND FAMILY SER                    | 75,783.12       | 455230    |            |
| BELINDA M ZURITA                                       | 1,835.38        | 455231    |            |
|  | 49.85           | 455232    |            |
|  | 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.

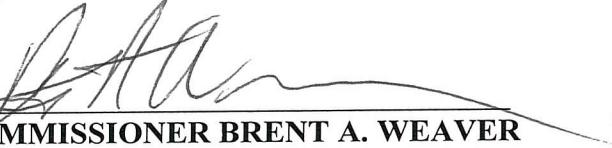
**Grant /Application Number 1869014**

Signed this 28th of January, 2019.

  
JUDGE JEFF R.BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



Joleen E. Fregia  
 Chief Deputy  
 e-mail  
[joleen@co.jefferson.tx.us](mailto: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](mailto:challmark@co.jefferson.tx.us)

January 23<sup>rd</sup>, 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,

*Charlie Hallmark*

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

|   | PAGE # |
|---|--------|
| 1.01 Jefferson County Pooled Cash Funds ..... | 4      |
| 1.02 Other funds of Jefferson County .....    | 4      |

### 2.0 INVESTMENT SCOPE

|  |   |
|--|---|
| 2.01 Legal Authority to Invest .....             | 5 |
| 2.02 County Investment Portfolio Structure ..... | 5 |
| 2.03 Applicability of Policy .....               | 5 |

### 3.0 INVESTMENT OBJECTIVES AND PRIORITIES

|   |   |
|---|---|
| 3.01 General Statement .....                          | 5 |
| 3.02 Safety of Principal .....                        | 5 |
| 3.03 Maintenance of Adequate Liquidity .....          | 5 |
| 3.04 Desired Diversification .....                    | 6 |
| 3.05 Rate of Return on Investments .....              | 6 |
| 3.06 Maturity .....                                   | 6 |
| 3.07 Quality and Education of Investment Manager..... | 6 |

### 4.0 INVESTMENT RESPONSIBILITY AND CONTROL

|   |   |
|---|---|
| 4.01 Delegation of Investment Authority .....         | 6 |
| 4.02 Investment Advisory Committee .....              | 6 |
| 4.03 Fiduciary, Prudence, and Ethical Standards ..... | 7 |
| 4.04 Liability of Investment Officer .....            | 7 |
| 4.05 Accounting and Audit Control .....               | 7 |
| 4.06 Subject to Audit .....                           | 7 |

### 5.0 INVESTMENT REPORTING

|                                |   |
|--------------------------------|---|
| 5.01 Monthly Reporting .....   | 7 |
| 5.02 Quarterly Reporting ..... | 8 |

|   | PAGE #    |
|---|-----------|
| <b>6.0 INVESTMENT INSTITUTIONS</b>                  |           |
| <b>6.01 Depository Bank .....</b>                   | <b>8</b>  |
| <b>6.02 Broker/Dealers .....</b>                    | <b>8</b>  |
| <b>6.03 Approval of Broker/Dealers .....</b>        | <b>8</b>  |
| <b>7.0 INVESTMENT INSTRUMENTS</b>                   |           |
| <b>7.01 Bank Investments .....</b>                  | <b>9</b>  |
| <b>7.02 Direct Investments .....</b>                | <b>9</b>  |
| <b>8.0 INVESTMENT PROCEDURES</b>                    |           |
| <b>8.01 Confirmation of Trade .....</b>             | <b>9</b>  |
| <b>8.02 Delivery Versus Payment .....</b>           | <b>9</b>  |
| <b>8.03 Safekeeping Institution .....</b>           | <b>10</b> |
| <b>9.0 COLLATERAL AND SAFEKEEPING</b>               |           |
| <b>9.01 Collateral or Insurance .....</b>           | <b>10</b> |
| <b>9.02 Safekeeping .....</b>                       | <b>10</b> |
| <b>9.03 Collateral Reporting .....</b>              | <b>10</b> |
| <b>10.0 INVESTMENT POLICY REVIEW AND AMENDMENT</b>  |           |
| <b>10.01 Review Procedures .....</b>                | <b>10</b> |
| <b>10.02 Changes to the Investment Policy .....</b> | <b>10</b> |

#### **ATTACHMENTS, EXHIBITS, AND APPENDICES**

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

## 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, 11<sup>th</sup> 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)**

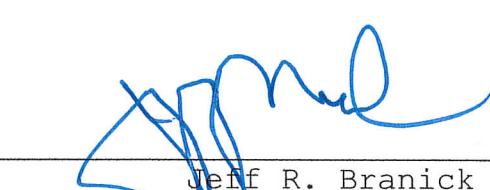
**EXHIBIT 3**

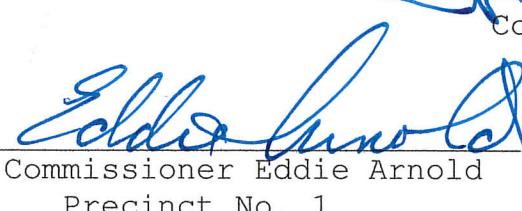
**APPROVING ORDER**

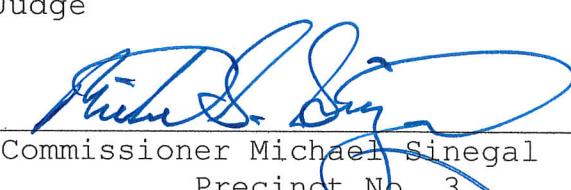
ORDER APPROVING  
JEFFERSON COUNTY INVESTMENT POLICY AND PROCEDURES

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

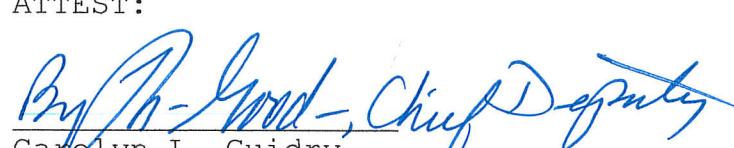
  
Commissioner Eddie Arnold  
Precinct No. 1

  
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