

SPECIAL, 2/4/2019 1:30:00 PM

BE IT REMEMBERED that on February 04, 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 (ABSENT)

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 (ABSENT)

CHIEF PORTER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
February 04, 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
February 04, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **04th** day of **February 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: 10:30 a.m.- To receive a presentation information from the Johnson Controls regarding energy savings measures that are available for Jefferson County facilities.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Consider and approve specifications for (IFB 19-002/YS), Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 51

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve, execute, receive and file an amendment to cemetery property deed with Claybar Haven of Rest for the exchange of 18 (eighteen) spaces due to heavy rains and weather affecting the ground conditions in the Garden of Serenity (Indigent Section) in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County.

SEE ATTACHMENTS ON PAGES 52 - 55

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file a resolution to transfer sewer improvement assets installed with funding provided to Jefferson County by Texas Community Development Block Grant from the Texas Department of Agriculture (TxCDBG Contract No. 7216231) in accordance with Invitation for Bid (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) to the West Jefferson County Municipal Water District; assets being transferred as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 56 - 58

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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4. Consider and approve, execute, receive and file professional service agreement (PROF 19-011/DC) with LJA Engineering for environmental consulting services for the continued implementation of the Pesticide General Permit-2019 for the Jefferson County Mosquito Control District; for an estimated cost not to exceed \$8,800.00 without prior approval.

SEE ATTACHMENTS ON PAGES 59 - 64

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 65 - 66

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

CONSTABLE PRECINCT 4:

6. Consider and possibly approve Ryan Thomas Warhola as a Reserve Deputy Constable with Constable Precinct 4 in accordance with Local Government Code (LGC) 85.011.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve budget transfer - Jail - replacement of flooring in Training Room.

120-3062-423-6014	BUILDINGS AND STRUCTURES	\$7,200.00	
120-3062-423-4009	BUILDINGS AND GROUNDS		\$7,200.00

SEE ATTACHMENTS ON PAGES 67 - 67

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Receive and file Public Defender Contract Agreement for the 252nd District Court with Brittanie Holmes effective February 01, 2019.

SEE ATTACHMENTS ON PAGES 68 - 71

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Regular County Bills check #455461 through checks #455710.

SEE ATTACHMENTS ON PAGES 72 - 80

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider, possibly approve and authorize the County Judge to execute a Display Loan Agreement, SDA0415 for the National Museum of the United States Air Force Static Display Loan Program for the plane displayed at Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 81 - 88

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Consider, possibly approve a Resolution regarding Civil Rights for the Texas Community Development Block Grant Program (TxCDBG) Contract No. 7218240.

SEE ATTACHMENTS ON PAGES 89 - 90

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

12. Consider, possibly approve A RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7218240.

SEE ATTACHMENTS ON PAGES 91 - 92

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Consider, possibly approve a Proclamation for National IDD Awareness Month.

SEE ATTACHMENTS ON PAGES 93 - 93

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

14. Consider, possibly approve and authorize the County Judge to execute a Community Agreement-Memorandum of Understanding between Jefferson County, Texas and Region 5 Prevention Resource Center (PRC) for September 1, 2018 through August 31, 2019. (This is a renewal of an existing agreement.)

SEE ATTACHMENTS ON PAGES 94 - 96

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

15. Consider possibly a Resolution for Victims of Crime Act Grant.

SEE ATTACHMENTS ON PAGES 97 - 97

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

16. Consider, possibly approve a Resolution in support of the District Attorney's VAWA Grant application for funding for FYI September 1, 2019 through August 31, 2020.

SEE ATTACHMENTS ON PAGES 98 - 98

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

RISK MANAGEMENT:

17. Consider and possibly approve Fuel Storage Tank Liability Insurance renewal with Ace American Insurance Company, effective April 6, 2019, for an annual premium of \$6,372.00 (a 12% increase from 2018).

SEE ATTACHMENTS ON PAGES 99 - 155

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

18. Consider, possibly approve a Resolution for NATIONAL INCIDENT-BASED REPORTING SYSTEM GRANT. (This Grant does not require any matching funds)

SEE ATTACHMENTS ON PAGES 156 - 156

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 04, 2019

Other Business:

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

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

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

February 4, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-002/YS, Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County

BID NO: IFB 19-002/YS

DUE DATE/TIME: 11:00 AM CT, Tuesday, March 19, 2019

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 6, 2019 & February 13, 2019

IFB 19-002/YS
Term Contract for Pick Ups, Vans, & Utility Vehicles for
Jefferson County
Bids due: 11:00 AM CT, Tuesday, March 19, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. **Rejection or Withdrawal**

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

8. **Emergency/Declared Disaster Requirements**

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

9. **Award**

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

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

“County” – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, will remain in effect for one year.

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

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

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. **Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED**

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

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

FORM 1295, Completion Instructions, and Login Instructions are available via the

Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. **Multiple Vendor Award**

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

5. **Delivery**

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

6. **Payment**

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

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

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

7. **Usage Reports**

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

8. **Insurance**

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

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 19-002/YS.

Scope

Jefferson County is requesting bids for the Term Contract for Pick Ups, Vans & Utility Vehicles. All bids must be submitted on the attached Bid Form.

Vendors may bid on any or all items. The County reserves the right to make the award to one (1) successful bidder or per line item.

Refer questions of a contractual nature to Yea-Mei Sauer, Contract Specialist, to ysauer@co.jefferson.tx.us, and questions of a technical nature to Joe Zurita, Jefferson County Service Center Supervisor, to jzurita@co.jefferson.tx.us.

Delivery time may be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract. Bids will be considered non-responsive if the delivery time is not included on the bid proposal forms.

This bid contains the following sections for vehicles:

1. Section One: Pickup Trucks
2. Section Two: Vans
3. Section Three: Utility Vehicles, also known as Sport Utility Vehicles (SUV's).

Bidders may bid on vehicles that meet or exceed the basic specification for each vehicle listed in Sections One, Two, and Three. The term "or approved equal" shall apply to all items listed in Sections One, Two, and Three.

Award(s) shall be made to the lowest responsible bidder who meets or exceeds all bid specifications for each item. Award shall be based on the total base bid for each item, plus optional items if any. Pricing for each vehicle MUST include, as a minimum the following items:

1. Air Conditioning
2. Automatic Transmission
3. Power Steering
4. Power Windows
5. Power Door Locks
6. Cruise Control
7. Tilt Wheel
8. AM-FM Radio, Factory Standard
9. Full-size spare tire for all full-sized trucks and vans, manufacturer's standard for all other vehicles. All vehicles must have, at a minimum, a spare tire and wheel.

Base pricing shall include all standard equipment and the nine (9) items listed above. Deletions of standard equipment shall not be allowed, with the exception of OnStar, XM radios, and other subscribers based services, sprayed in bedliners, hitches, and maintenance programs. All vehicles must be equipped with driver and passenger side air bags. Cargo vans may delete cargo area door trim panels. Cargo vans must have front door panels.

The unit shall be completely assembled, adjusted, and all equipment, including standard and supplemental equipment, installed and the unit made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standard of the industry. The unit shall meet, or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and application furnished at the time of manufacture.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County.

Equipment shall be new, currently advertised, meeting or exceeding the specifications listed below. These specifications require the latest production model for the basic unit and any components required to produce the whole unit of equipment described by these specifications. All things essential to the production and delivery of the equipment which these specifications are intended to describe, including those which may not be expressly mentioned, are required and must be furnished by the vendor. Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. Each vehicle shall have a "Buyer's" tag affixed to it when required by law.

All vehicles will have a minimum three (3) year/36,000 mile factory standard warranty and a Power Train Warranty of a minimum of five (5) years/60,000 miles. All vehicles must be new with less than 200 miles when vehicle is delivered, unless special delivery arrangements have been made and extra mileage has been pre-authorized in writing.

A detailed specification sheet, labeled for each item, must accompany the bid form for every item bid.

Upon receipt of purchase order vendor shall confirm order, in writing, within five (5) business days. Confirmation must include a detailed list of all standard equipment, optional equipment (if included in the purchase order), brand, year and model, color, pricing and any other pertinent information including date vehicle will be placed on order and the estimated delivery date. Factory window sticker with the manufacturer's suggested retail price (MSRP) must be included in every vehicle delivered. Prior to delivery, vendor shall provide a list of the vehicle identification numbers to the entity for each order. Upon delivery, each unit shall be accompanied by the Manufacturer's Certificate of Origin, Sales Invoice, Signed Title Application, Odometer Statement, and Operators Manuals.

Successful vendor must have a Texas Dealer General Distinguishing Number per Texas Transportation Code Section 503.021. This number must be provided on the Bid Form for every item bid. Bids will be considered non-responsive if this number is not provided.

Bidder Information Form

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

Bid Name & Number: Pick Ups, Vans, & Utility Vehicles for Jefferson County, IFB 19-002/YS.

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____			For clarification of this offer, contact:	
Company Name				
_____			_____	
Address			Name	
_____			_____	
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____			_____	
Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Pick Ups, Vans, & Utility Vehicles for Jefferson County. Contract Term: One (1) year from date of award.

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

This contract shall henceforth be referred to as Contract No. IFB 19-002/YS, Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County. 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

Section One: Pick-Up Trucks

1A. Pick-Up, ½ Ton, Regular Cab, 2-Wheel Drive

New, Current Year Model, Pick-up, ½-Ton with Regular Cab, 2-Wheel Drive, all standard equipment and a choice of optional equipment. GVWR 6,000 lbs minimum, wheelbase 133" minimum, engine type 8-cylinder gasoline, engine size 4.6L minimum, transmission 6-speed automatic minimum, bed length 8' minimum. Chevrolet Silverado 1500, Ram 1500, Ford F-150, or approved equal.

Make of Vehicle: _____

Model: _____

Earliest Possible Deliver A.R.O.: _____

Warranty (explain in detail): _____

Unit Price: \$_____

1B. Pick-Up, ½-Ton, Extended Cab, 2-Wheel Drive

New, Current Year Model, Pick-Up, 1/2-Ton with Extended Cab, 2-Wheel Drive, all standard equipment and a choice of optional equipment. GVWR 6,400 lbs minimum, wheelbase 140" minimum, engine type 8-cylinder gasoline, engine size 4.6L minimum, transmission 5-speed automatic minimum, bed length 6'4" minimum. Chevrolet Silverado 1500, Ram 1500, Ford F-150, or approved equal.

Make of Vehicle: _____

Model: _____

Earliest Possible Deliver A.R.O.: _____

Warranty (explain in detail): _____

Unit Price: \$_____

Bid Form (continued)

1C. Pick-up, ½-Ton, Crew Cab, 2-Wheel Drive

New, Current Year Model, Pick-Up, ½-Ton with Crew Cab, 2-Wheel Drive, all standard equipment and a choice of optional equipment. GVWR 6,800 lbs minimum, wheelbase 139.8" minimum, engine type 8-cylinder gasoline, engine size 4.6L minimum, transmission 5-speed automatic minimum, bed length 5'5" minimum. Chevrolet Silverado 1500, Ram 1500, Ford F-150, or approved equal.

Make of Vehicle: _____

Model: _____

Earliest Possible Deliver A.R.O.: _____

Warranty (explain in detail): _____

Unit Price: \$_____

1D. Pick-up, ½-Ton, Crew Cab, 4-Wheel Drive

New, Current Year Model, Pick-Up, ½-Ton with Crew Cab, 4-Wheel Drive, all standard equipment and a choice of optional equipment. GVWR 6,800 lbs minimum, wheelbase 139.8" minimum, engine type 8-cylinder gasoline, engine size 4.6L minimum, transmission 5-speed automatic minimum, bed length 5'5" minimum. Chevrolet Silverado 1500, Ram 1500, Ford F-150, or approved equal.

Make of Vehicle: _____

Model: _____

Earliest Possible Deliver A.R.O.: _____

Warranty (explain in detail): _____

Unit Price: \$_____

Bid Form (continued)

Section Two: Vans

2A. Full Size Van, 15-Passenger, Extended, 2-Wheel Drive

New, Current Year Model, Full Size Van, 15-Passenger, Extended, 2-Wheel Drive, all standard equipment and a choice of optional equipment. Seating fifteen (15) minimum, GVWR 9,500 lbs minimum, wheelbase 138" minimum, engine type 6-cylinder gasoline minimum, engine size 3.7L minimum, transmission 4-speed automatic minimum. Ford Transit, Chevrolet 3500 Express Extended Length, or approved equal.

Make of Vehicle: _____

Model: _____

Earliest Possible Deliver A.R.O.: _____

Warranty (explain in detail): _____

Unit Price: \$_____

Section Three: Utility Vehicles

3A. Utility Vehicle, 2-Wheel Drive, V6 Engine

New, Current Year Model, Utility Vehicle, 2-Wheel Drive, V6 Engine, all standard equipment and a choice of optional equipment. Ford Explorer 2WD, or approved equal.

Make of Vehicle: _____

Model: _____

Earliest Possible Deliver A.R.O.: _____

Warranty (explain in detail): _____

Unit Price: \$_____

3B. Utility Vehicle, AWD, V6 Engine

New, Current Year Model, Utility Vehicle, All Wheel Drive, V6 Engine, all standard equipment and choice of optional equipment. Ford Explorer AWD, or approved equal.

Make of Vehicle: _____

Model: _____

Earliest Possible Deliver A.R.O.: _____

Warranty (explain in detail): _____

Unit Price: \$ _____

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Bidder (Entity Name)</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Street & Mailing Address</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Print Name</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">City, State & Zip</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Date Signed</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Telephone Number</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Fax Number</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">E-mail Address</div>	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 150px; margin-top: 5px;"> <div style="position: absolute; top: 5px; right: 5px; font-size: small;">Date Received</div> </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <div style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <div style="font-size: small;">Name of Officer</div> </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 </div>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Date</div> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Date Received </div>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).	
Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <div style="text-align: center;">(attach additional forms as necessary)</div>		
6	AFFIDAVIT	
<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
<div style="border-top: 1px solid black; width: 100%; margin-bottom: 5px;"></div> Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; border-top: 1px solid black;"></div> <div style="width: 30%; border-top: 1px solid black;"></div> <div style="width: 30%; border-top: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">Signature of officer administering oath</div> <div style="width: 30%;">Printed name of officer administering oath</div> <div style="width: 30%;">Title of officer administering oath</div> </div>		

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

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

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 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name: _____

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

January 21, 2019

Mrs. Johnnie Roberts
Jefferson County Public Health Dept.
1149 Pearl St.
Beaumont, TX 77701

Dear Mrs. Roberts,

The recent heavy rains and weather, have severely affected the ground conditions in the Garden of Serenity (Indigent Section) at Claybar Haven of Rest Cemetery. It has become increasingly difficult to work and conduct services in this garden.

Due to this, we have found it necessary to amend the current cemetery property deed we have with Jefferson County. We will be exchanging 18 spaces under the current deed, **#2017-03-052**, for 18 spaces in another part of this garden. There are no fees/charges involved. Enclosed you will find a new amended deed for the existing spaces already used and the new 18 spaces to be used. I've also included the space descriptions, and a Transfer of Interment Rights document.

We appreciate the opportunity to be the provider for the county's indigent burial needs. If you or anyone in your department have any questions, please call me or Warren to discuss this matter further.

Sincerely,



John D. Woods
Claybar Haven of Rest Cemetery




JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge

ATTEST:



Carolyn L. Guidry, County Clerk



CLAYBAR

Haven of Rest Cemetery

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

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
INDIGENT BURIAL PROGRAM
Space Transfer Descriptions
January 16, 2019

Deed #2017-03-052

<i>Transfer These</i>					<i>Buried/Used Spaces-Retain These</i>				
<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space(s)</u>	<u># Spaces</u>	<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space(s)</u>	<u># Spaces</u>
Serenity	51	B	4	1	Serenity	45	C	1,2,3,4	4
Serenity	51	C	4	1	Serenity	45	D	1,2,3,4	4
Serenity	51	D	1,2,3,4	4	Serenity	46	A	3 & 4	2
Serenity	52	A	1	1	Serenity	46	B	1,2,3,4	4
Serenity	52	C	1 & 2	2	Serenity	46	C	1,2,3,4	4
Serenity	54	A	2,3,4	3	Serenity	46	D	1,2,3,4	4
Serenity	54	B	1,2,3,4	4	Serenity	48	A	1,2,3,4	4
Serenity	55	A	1 & 2	2	Serenity	48	B	1,2,3,4	4
TOTAL				18	Serenity	48	C	1,2,3,4	4
		↓			Serenity	48	D	1,2,3,4	4
		↓			Serenity	49	A	1,2,3,4	4
		↓			Serenity	49	B	1,2,3,4	4
		↓			Serenity	49	C	1,2,3,4	4
<i>For These</i>					Serenity	49	D	1,2,3,4	4
<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space</u>	<u># Spaces</u>	Serenity	51	A	1,2,3,4	4
Serenity	23	A & C	1	2	Serenity	51	B	1,2,3	3
Serenity	26	A & C	1	2	Serenity	51	C	1,2,3	3
Serenity	29	A & C	1	2	Serenity	52	A	2,3,4	3
Serenity	32	A & C	1	2	Serenity	52	B	1,2,3,4	4
Serenity	35	A & C	1	2	Serenity	52	C	3 & 4	2
Serenity	38	A & C	1	2	Serenity	52	D	1,2,3,4	4
Serenity	41	A & C	1	2	Serenity	54	A	1	1
Serenity	44	A & C	1	2	Serenity	55	A	3 & 4	2
Serenity	47	A & C	1	2	Serenity	55	B	1 & 2	2
TOTAL				18	TOTAL				82

Total Spaces on Deed #2017-03-052

100

CLAYBAR

HAVEN OF REST

Cemetery Business Office
1155 N. 11th St., Beaumont, TX 77702, 409-892-3456 PH, 409-892-6477 FAX
Cemetery Location
US 90 West @ Green Pond Road, (5 miles West of Beaumont, TX)

TRANSFER OF INTERMENT RIGHTS

This is to certify that we, hereby, release to Claybar Haven of Rest Cemetery all of our rights in the burial spaces described below:

PROPERTY DESCRIPTION

Deed #2017-03-052

Garden of Serenity Lot 51,52,54,55 Block See Attached Space(s) See Attached

AND REQUEST that Claybar Haven of Rest issues a new Warranty Conveyance (Deed) of Interment Rights to Jefferson County Public Health Dept. for:

Name of Entity Property is to be Transferred

PROPERTY DESCRIPTION

Deed #2017-03-052

Garden of Serenity Lot 23,26,29,32,35,38,41,44,45,46,47,48,49,51,52,54,55 Block See Attached Space(s) See Attached

Jefferson County Public Health Dept. *initiated by Haven of Rest

Print Name of Current Owner of Property

[Signature]
Signature of Claybar Haven of Rest Supervisor

January 16, 2019

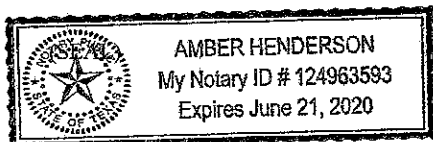
Date

Before Me, the undersigned authority, on this day personally appeared
John D. Woods being duly sworn, disposes and says that they

Claybar Haven of Rest, Supervisor

Signed the foregoing Transfer of Interment Rights.

SUSCRIBED AND SWORN TO before me this 16th day of January, 2019.



[Signature]
Signature of Notary Public

Warranty Conveyance of Interment Rights

Know all men by these presents:

That Hillcrest Memorial Gardens, Inc., (doing business as Claybar Haven of Rest Cemetery), a corporation organized under the laws of the State of Texas, in consideration of the sum of One Dollar and other good and valuable considerations to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant and convey to, Jefferson County PHD grantee, subject to the conditions, reservations, rules and regulations set forth and referred to herein, the exclusive rights of interment in the County of Jefferson, State of Texas, to-wit:

Lot No. 23,26,29,32,35,38,41,44 Block No. See Attached Space No. See Attached
45,46,47,48,49,51,52,54,55
 Section No. in Garden of Serenity

Containing One-Hundred (100) interment spaces, according to the maps and plats of said cemetery, on file in the office of the undersigned corporation and office of the Recorder of Deeds for said Orange County, Texas.

This conveyance, and all the right, title and interest hereby conveyed in and to the parcel of land above described, is subject to all laws and ordinances, and to the following conditions.

- A. No transfer of assignment of any right or interest acquired by the grantee shall be valid without such transfer and approval of the transferee by the grantors first being properly recorded on the books of the cemetery corporation.
- B. No entombment shall ever be made except for the members of the human race.
- C. No monument or other memorial, tree, plant, object or embellishment of any kind shall be placed upon, altered or removed from said parcel of land by grantee without consent of the grantor.
- D. The herein enumerated conditions shall not be considered as the only limitations and grantee's right, title and interest, shall be subject to the rules and regulations now in effect, or which may hereafter be adopted or enacted for the control, regulation and government of said cemetery. The rules and regulations are on file for inspection in the office of the grantor and by reference herein become a part hereof.
- E. The conditions, reservations, restrictions, rules and regulations herein mentioned and referred to are binding on the grantee, his heirs, devisees, executors, administrators, and assigns, and are enforceable only by the grantor or its successors in interest.

This cemetery is operated as a perpetual care cemetery, which means that a perpetual care fund for its maintenance has been established in conformity with the laws of the State of Texas. Perpetual care means to maintain, repair, and care for the cemetery, including the roads on cemetery property.

Grantor warrants that from the proceeds hereof, a sum not less than that required by the laws of the State of Texas pertaining hereto, as of the following date, has been deposited in said perpetual care fund.

IN WITNESS WHEREOF, the said Hillcrest Memorial Gardens, Inc., has caused this instrument to be executed in its corporate name by its duly authorized officers, and its corporate seal affixed this 16th day of January 2019.

Attest:

CLAYBAR HAVEN OF REST CEMETERY

[Signature]
Secretary

BY

[Signature]
President

Conveyance No. Jeff2019-1

Agreement No. 2017-03-052



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 4th day of February, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**TRANSFERRING SEWER IMPROVEMENTS ASSETS INSTALLED BY
JEFFERSON COUNTY COMMUNITY DEVELOPMENT CONTRACT 7216231
TO
WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT**

WHEREAS, the County of Jefferson received a Texas Community Development Block Grant Contract 7216231 from the Texas Department of Agriculture that provided First Time Public Sewer Service for twenty-one low to moderate income households in the Cheek Community; and

WHEREAS, the twenty-one households were connected to the public sewer collection system owned and operated by West Jefferson County Municipal Water District; and

WHEREAS, the County Commissioners Court approved the Certificate of Construction Completion for the First Time Sewer Service Project.

NOW THEREFOE IT BE RESOVLED by the Commissioners Court of Jefferson County, Texas that:

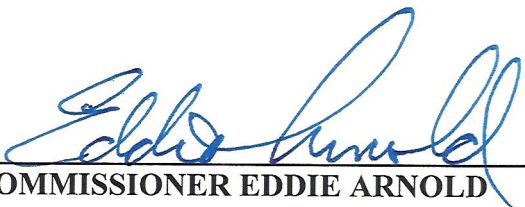
1. That all sewer improvements installed on Public Road ROW and sewer easements serving the twenty-one households with funds from TCDP CONTRACT 7216231 shall be conveyed to West Jefferson County Municipal Water District.
2. That the improvements consist of approximately five hundred thirty-seven linear feet (537 l.f.) of two- inch (2') sewer force main, three thousand forty-eight linear feet (3,048 l.f.) of one and one fourth inch (1.25") sewer service lines, and twenty-one (21) grinder stations including pumps and electrical panel boxes at locations listed on Attachment A.

Signed this 4th day of February, 2019.



ABSENT

JUDGE JEFF R.BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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ATTACHMENT A

**LOCATION OF GRINDER STATIONS AND
SEWER SERVICE LINES INSTALLED
AT LOW TO MODERATE INCOME HOUSEHOLDS**

FOR

**JEFFERSON COUNTY TEXAS COMMUNITY DEVELOPMENT
BLOCK GRANT CONTRACT 7216231**

1. 10262 Brooks Road
2. 10247 Brooks Road
3. 4408 Denley Road
4. 9524 Lawhon Road
5. 10129 Lawhon Road
6. 9508 Lawhon Road
7. 7139 Boyt Road
8. 7538 Boyt Road
9. 6312 Boyt Road
10. 8643 Phillips
11. 5835 Martel
12. 7257 Boyt
13. 7446 Boyt
14. 7948 Boyt
15. 7099 Faith
16. 9805 Lawhon
17. 9553 Lawhon
18. 8496 Landry
19. 7779 Boyt
20. 9390 Lawhon
21. 9556 Lawhon

January 18, 2019

Kevin Sexton
Director
Jefferson County Mosquito Control
8905 First Street
Beaumont, Texas 77705

Re: Environmental Consulting Services (Proposal No. 19-00238)
Pesticide General Permit Implementation 2019

Mr. Sexton,

Submitted for your review is an outline of proposed services for the continued implementation of the Jefferson County Mosquito Control Pesticide General Permit during calendar year 2019.

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$8,800.00**. These cost will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

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

Sincerely,

APPROVED BY:
Jefferson County

John Concienne

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

By: *Jeff Branick*
Name: Jeff Branick
Title: County Judge
Date: 02/04/2019



ATTEST
DATE

Carlynn Shindley
2/4/19

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on January 18, 2019 is by and between Jefferson County with address at 8905 First Street, Beaumont, Texas 77705 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

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

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

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

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

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

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

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

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

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

APPROVED FOR "CLIENT"
JEFFERSON COUNTY

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: 

By: 

Printed Name: Jeff Branick

Printed Name: John Concienne, CPESC

Title: County Judge


Title: Sr. Environmental Project Manager

Effective Date: 02/04/2019

Attachments:

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

ATTEST
DATE


2/4/19



ATTACHMENT A STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

7. INDEMNITY. LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

8. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

9. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE

FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

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

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

12. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

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

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

15. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

16. DISPUTE RESOLUTION. The parties shall

attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

17. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

18. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2270, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

Ver.16JAN2019



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

STORMWATER COMPLIANCE DIVISION 2019 RATE SCHEDULE

Labor Classification	Hourly Rate
Senior Environmental Project Manager	\$177.00
Senior Environmental Scientist	\$177.00
Environmental Project Manager	\$140.00
Environmental Scientist	\$127.00
Environmental Technician I	\$ 78.00
Environmental Technician II	\$ 86.00
Environmental Technician III	\$ 98.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

Payments

Billings for Services rendered will be made monthly and payment is requested within thirty (30) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

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

Pesticide General Permit

Scope of Services and Estimated Budget

Jefferson County, Orange County, and Chambers County

Implementation Tasks	Permit Year 3 (2019)
Pesticide Discharge Management Plan Map & Inventory	
Update Map and Pesticide Inventory	\$3,400.00
Record Maintenance/Data Entry	
Pesticide Discharge Management Plan Updates	
PDMP Compliance Review	\$9,000.00
Annual Update to Integrated Pest Management	
Record Maintenance/Data Entry	
Additional Services	
Site Specific Employee Training	\$14,000.00
Audit and Plan Update	
Annual Report Development	
Total Estimated Budget	\$26,400.00
Cost Per Entity (based on 3 entities)	\$8,800.00

*Service Period: January 1, 2019 - December 31, 2019




JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: January 31, 2019

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
February 4, 2019

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CHILD SUPPORT OFFICE	FORM BUSTER		4477
CHILD SUPPORT OFFICE	MINOLTA RM 402		24683
CHILD SUPPORT OFFICE	FORM DELEAVER		4478
CHILD SUPPORT OFFICE	MAIL LETTER OPENER	19800	
<i>contact person: Raquel Diaz</i>			
ENGINEERING	GREY ROLLING CHAIR		11430
J.P. PCT. 1, PL.2	TAN CHAIR		1434
J.P. PCT. 1, PL.2	TAN CHAIR		13682
J.P. PCT. 1, PL.2	TAN CHAIR		13684
J.P. PCT. 1, PL.2	TAN CHAIR		13990
J.P. PCT. 1, PL.2	BROWN CHAIR		1065
<i>contact person: Penny Nguyen</i>			
J.P. PCT. 6	4-DRAWER FILE CABINET		19716

Approved by Commissioners' Court: _____



JEFFERSON COUNTY SHERIFF'S OFFICE
SHERIFF ZENA STEPHENS

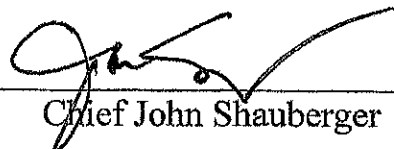
TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauburger
Jefferson County Sheriff's Department

RE: Transfer

DATE: January 28, 2019

Please transfer \$7,200 from budget account 120-3062-423-40-09 (Building & Grounds) to budget account 120-3062-423-60-14 (Building & Structures) for the replacement of flooring in the Training Room.


Chief John Shauburger

PUBLIC DEFENDER CONTRACT
252nd DISTRICT COURT

CONTRACT AGREEMENT

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

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

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

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

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

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

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

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

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

Standards of Representation:

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

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

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

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

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

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

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

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

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

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

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

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

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


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

Additional Terms and Conditions:

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

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

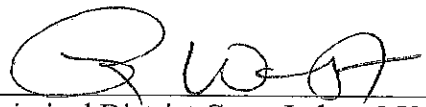
(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.


Contract Public Defender [contractor]

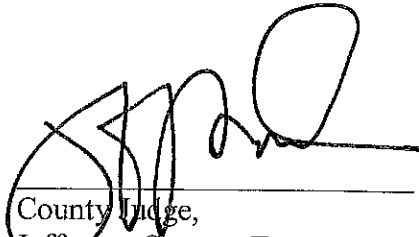
24064020
SBOT Number

1/22/19
Date

Approved and Accepted:


Criminal District Court Judge, 252nd
[appointing authority]

1/22/19
Date


County Judge,
Jefferson County, Texas
[contracting authority]

Date

rw Effective date 2/1/19.

PGM: GMCOMMV2	DATE 02-04-2019	PAGE: 1 72	TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
TRI-CITY COFFEE SERVICE	32.50	455550	
DAWN DONUTS	106.50	455680	139.00**
ROAD & BRIDGE PCT.#1			
GULF COAST	1,260.65	455689	1,260.65**
ROAD & BRIDGE PCT.#2			
DYNAMIC POWER SYSTEM, INC.	390.02	455487	
ENTERGY	86.78	455500	
MUNRO'S	40.00	455514	
OFFICE DEPOT	169.57	455518	
RITTER @ HOME	35.98	455525	
BUMPER TO BUMPER	163.54	455600	
ATTABOY TERMITE & PEST CONTROL	54.00	455624	
MARTIN MARIETTA MATERIALS	109.92	455678	1,049.81**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	38.44	455473	
FARM & HOME SUPPLY	14.61	455491	
GULF COAST AUTOMOTIVE, INC.	59.98	455498	
PORT ARTHUR NEWS, INC.	139.75	455521	
AT&T	76.54	455534	
WEAVER, FALGOUT, & CARRUTH, INC.	178.74	455553	
STRATTON INC.	25.74	455555	
HOWARD'S AUTO SUPPLY	64.56	455565	
LOWE'S HOME CENTERS, INC.	154.90	455589	
ATSCO	69.36	455617	
ATTABOY TERMITE & PEST CONTROL	41.25	455624	
ON TIME TIRE	271.75	455646	1,135.62**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	142.43	455461	
SPIDLE & SPIDLE	3,245.75	455466	
CHEM SEARCH	256.45	455478	
CITY OF BEAUMONT - WATER DEPT.	19.60	455479	
COTTON CARGO	65.25	455485	
ENTERGY	20.53	455500	
M&D SUPPLY	168.74	455510	
MUNRO'S	201.16	455514	
PHILPOTT MOTORS, INC.	255.16	455520	
SANITARY SUPPLY, INC.	29.78	455529	
SMART'S TRUCK & TRAILER, INC.	175.16	455531	
UNITED STATES POSTAL SERVICE	3.25	455586	
BEN E KEITH FOODS	25.87	455598	
NETCJCA	225.00	455639	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	428.87	455664	
O'REILLY AUTO PARTS	273.94	455703	
RUSH TRUCK CENTER HOUSTON	1,235.50	455705	6,772.44**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.42	455586	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	12.90	455663	11.48**
PARKS & RECREATION			
ENTERGY	317.67	455500	
SPRINT WASTE SERVICES LP	460.80	455666	778.47**
GENERAL FUND			
JEFFERSON CTY. DISTRICT CLERK	70.00	455505	70.00*
TAX OFFICE			

PGM: GMCOMMV2	DATE 02-04-2019	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	365.04	455518
TAC - TEXAS ASSN. OF COUNTIES	230.00	455538
UNITED STATES POSTAL SERVICE	1,159.52	455586
BEST BUY BUSINESS ADVANTAGE ACCOUNT	299.99	455663
		2,054.55*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	1.63	455586
		1.63*
AUDITOR'S OFFICE		
UNITED STATES POSTAL SERVICE	598.21	455586
		598.21*
COUNTY CLERK		
FED EX	8.24	455492
KIRKSEY'S SPRINT PRINTING	69.00	455508
OFFICE DEPOT	102.85	455518
UNITED STATES POSTAL SERVICE	240.36	455586
PCM-G	311.40	455623
ENGINEERING INNOVATION	193.10	455688
		924.95*
COUNTY JUDGE		
SOUTHERN COMPUTER WAREHOUSE	426.49	455471
UNITED STATES POSTAL SERVICE	2.94	455586
JERRY JOHN BRAGG	1,000.00	455627
JAN GIROUARD & ASSOCIATES LLC	400.00	455683
		1,829.43*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	1.22	455586
		1.22*
COUNTY TREASURER		
SOUTHERN COMPUTER WAREHOUSE	142.02	455471
OFFICE DEPOT	430.46	455518
TAC - TEXAS ASSN. OF COUNTIES	175.00	455537
UNITED STATES POSTAL SERVICE	156.13	455586
AUTOMATED BUSINESS SYSTEMS	590.00	455604
		1,493.61*
PRINTING DEPARTMENT		
OLMSTED-KIRK PAPER	1,104.05	455519
		1,104.05*
PURCHASING DEPARTMENT		
FED EX	52.48	455492
OFFICE DEPOT	228.00	455518
UNITED STATES POSTAL SERVICE	56.68	455586
		337.16*
GENERAL SERVICES		
CRISTY SMITH	49.00	455476
CASH ADVANCE ACCOUNT	55.00	455506
TAC - TEXAS ASSN. OF COUNTIES	2,440.00	455537
TIME WARNER COMMUNICATIONS	2,442.76	455541
TIME WARNER COMMUNICATIONS	612.33	455542
ADVANCED STAFFING	97.50	455560
CROWN CASTLE INTERNATIONAL	1,544.91	455596
SAM'S CLUB DIRECT	16.44	455649
		7,257.94*
DATA PROCESSING		
OFFICE DEPOT	176.30	455518
CDW COMPUTER CENTERS, INC.	413.56	455567
MHC DATACOMM	600.00	455622
		1,189.86*
VOTERS REGISTRATION DEPT		
OFFICE DEPOT	37.78	455518
UNITED STATES POSTAL SERVICE	134.34	455586
		172.12*
ELECTIONS DEPARTMENT		

PGM: GMCOMMV2	DATE 02-04-2019		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL 74
CDW COMPUTER CENTERS, INC.	338.36	455567	
UNITED STATES POSTAL SERVICE	2.09	455586	
DISTRICT ATTORNEY			340.45*
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	60.00	455468	
CAMEO / SABINE NECHES TRAVEL	700.60	455477	
FED EX	74.30	455492	
GT DISTRIBUTORS, INC.	1,051.93	455494	
OFFICE DEPOT	1,318.48	455518	
TDCAA BOOK ORDERS	302.00	455539	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	455546	
SERVICE GRAPHICS	77.50	455559	
UNITED STATES POSTAL SERVICE	142.25	455586	
SCANSTAT TECHNOLOGIES	17.00	455634	
THOMSON REUTERS-WEST	517.65	455656	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	455674	
CIOX HEALTH	103.18	455691	
COZEN O'CONNOR	1,700.00	455709	
KEVIN ENGMAN	1,565.09	455710	
DISTRICT CLERK			8,050.98*
OFFICE DEPOT	919.14	455518	
UNITED STATES POSTAL SERVICE	245.00	455586	
CRIMINAL DISTRICT COURT			1,164.14*
EDWARD B. GRIPON, M.D., P.A.	595.00	455497	
UNITED STATES POSTAL SERVICE	1.36	455586	
58TH DISTRICT COURT			596.36*
UNITED STATES POSTAL SERVICE	.41	455586	
60TH DISTRICT COURT			.41*
UNITED STATES POSTAL SERVICE	46.86	455586	
172ND DISTRICT COURT			46.86*
OFFICE DEPOT	537.58	455518	
252ND DISTRICT COURT			537.58*
THOMAS J. BURBANK PC	800.00	455475	
BRUCE N. SMITH	800.00	455532	
UNITED STATES POSTAL SERVICE	11.43	455586	
M.K. HAMZA, PHD, P.A.	2,400.00	455651	
279TH DISTRICT COURT			4,011.43*
DAVID GROVE	100.00	455467	
PHILLIP DOWDEN	650.00	455470	
KEVIN S. LAINE	325.00	455561	
JOEL WEBB VAZQUEZ	350.00	455599	
JONATHAN L. STOVALL	100.00	455638	
ALICIA K HALL	100.00	455645	
WILLIAM FORD DISHMAN	500.00	455661	
MATUSKA LAW FIRM	325.00	455668	
TARA SHELANDER	100.00	455670	
MELANIE AIREY	100.00	455675	
WRIGHT PITRE & FREIMUTH PLLC	450.00	455701	
317TH DISTRICT COURT			3,100.00*
THOMAS J. BURBANK PC	650.00	455475	
ANITA F. PROVO	700.00	455522	
NATHAN REYNOLDS, JR.	650.00	455524	
WENDELL PARKS	650.00	455558	
LANGSTON ADAMS	325.00	455591	
JOEL WEBB VAZQUEZ	800.00	455599	
TONYA CONNELL TOUPS	1,225.00	455615	

PGM: GMCOMMV2	DATE 02-04-2019	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
ALLEN PARKER	150.00	455628
THE DAWS LAW FIRM PLLC	500.00	455692
JUSTICE COURT-PCT 1 PL 1		5,650.00*
OFFICE DEPOT	59.15	455518
UNITED STATES POSTAL SERVICE	29.44	455586
JUSTICE COURT-PCT 1 PL 2		88.59*
CASH ADVANCE ACCOUNT	844.00	455506
KIRKSEY'S SPRINT PRINTING	99.80	455508
JUSTICE COURT-PCT 2		943.80*
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	150.00	455608
JUSTICE COURT-PCT 4		150.00*
OFFICE DEPOT	206.40	455518
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	455609
JUSTICE COURT-PCT 6		281.40*
UNITED STATES POSTAL SERVICE	50.94	455586
JUSTICE COURT-PCT 7		50.94*
OFFICE DEPOT	696.64	455518
AT&T	32.46	455534
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	455607
COUNTY COURT AT LAW NO.1		804.10*
UNITED STATES POSTAL SERVICE	2.86	455586
COUNTY COURT AT LAW NO. 2		2.86*
DONALD W. DUESLER & ASSOC.	250.00	455486
UNITED STATES POSTAL SERVICE	3.26	455586
LANGSTON ADAMS	250.00	455591
SAMUEL & SON LAW FIRM PLLC	250.00	455672
THOMAS WILLIAM KELLEY	250.00	455686
COUNTY COURT AT LAW NO. 3		1,003.26*
DONALD BOUDREAUX	400.00	455474
THOMAS J. BURBANK PC	300.00	455475
UNITED STATES POSTAL SERVICE	9.38	455586
BRITTANIE HOLMES	250.00	455650
JARED GILTHORPE	500.00	455671
COURT MASTER		1,459.38*
JUDGE LARRY GIST	6,896.78	455495
OFFICE DEPOT	270.71	455518
UNITED STATES POSTAL SERVICE	.47	455586
MEDIATION CENTER		7,167.96*
UNITED STATES POSTAL SERVICE	3.26	455586
USER FRIENDLY PHONE BOOK	637.20	455603
SHERIFF'S DEPARTMENT		640.46*
EQUINE MEDICINE & SURGERY	56.00	455490
FED EX	97.87	455492
KAY ELECTRONICS, INC.	1,020.00	455507
LOUIS' YAZOO SALES & SERVICE, LLC	253.65	455509
MCNEILL INSURANCE AGENCY	71.00	455512
MOORMAN & ASSOCIATES, INC.	1,050.00	455513
AT&T	308.89	455534
TEXAS DEPT OF LICENSING &	700.00	455549

PGM: GMCOMMV2	DATE 02-04-2019	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
KEESHA GUILLORY	300.00	455563
UNITED STATES POSTAL SERVICE	1,225.56	455586
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	455588
FIVE STAR FEED	125.85	455594
COBAN TECHNOLOGIES INC	50.00	455641
RITA HURT	1,100.00	455643
GALLS LLC	78.00	455676
3L PRINTING COMPANY	50.00	455682
FANNETT VETERINARY CLINIC	93.99	455698
CRIME LABORATORY		6,650.71*
FED EX	56.67	455492
FISHER SCIENTIFIC	17.94	455493
SWAFS	30.00	455527
ULINE SHIPPING SUPPLY SPECIALI	76.97	455551
VERIZON WIRELESS	75.98	455584
SURVEY MONKEY	300.00	455667
STERICYCLE, INC	35.00	455699
JAIL - NO. 2		592.56*
BOB BARKER CO., INC.	37.77	455472
KIRKSEY'S SPRINT PRINTING	24.95	455508
OFFICE DEPOT	480.80	455518
RALPH'S INDUSTRIAL ELECTRONICS	934.62	455526
AT&T	987.44	455534
SYSCO FOOD SERVICES, INC.	831.14	455535
ULINE SHIPPING SUPPLY SPECIALI	354.55	455551
TRAILER HITCH DEPOT	132.50	455569
SOUTHEAST TEXAS STARTER	120.00	455616
WORLD FUEL SERVICES	330.98	455626
INDEPENDENT STATIONERS	255.46	455640
CONSTELLATION NEWENERGY - GAS DIVIS	4,950.36	455653
MATERA PAPER COMPANY INC	5,860.85	455655
KENNETH HARRELL	16.21	455657
KROPP HOLDINGS INC	1,696.58	455660
CORPORATE IMAGE GROUP INC	450.03	455684
CORRHEALTH LLC	78,900.85	455696
KENYA DODD	8.66	455702
JUVENILE PROBATION DEPT.		96,373.75*
FED EX	67.52	455492
UNITED STATES POSTAL SERVICE	6.03	455586
JUVENILE DETENTION HOME		73.55*
SOUTHWEST BUILDING SYSTEMS	143.36	455533
MEDICAL PLUS	130.00	455587
FLOWERS FOODS	230.90	455597
A1 FILTER SERVICE COMPANY	183.79	455642
STERICYCLE, INC	35.00	455699
CONSTABLE PCT 1		723.05*
COTTON CARGO	10.00	455485
OFFICE DEPOT	226.17	455518
UNITED STATES POSTAL SERVICE	38.73	455586
TND WORKWEAR CO LLC	1,267.90	455690
CENTRAL POLICE SUPPLY, LTD	538.20	455700
BAYTOWN POLICE ACADEMY	20.00	455707
BENNETT'S LONE STAR GUN RANGE LLC	90.00	455708
CONSTABLE-PCT 6		2,191.00*
UNITED STATES POSTAL SERVICE	4.08	455586
CONSTABLE PCT. 8		4.08*
TAC - TEXAS ASSN. OF COUNTIES	60.00	455536
COUNTY MORGUE		60.00*

PGM: GMCOMMV2	DATE 02-04-2019	AMOUNT	CHECK NO.	PAGE: 6 77 TOTAL
NAME				
PROCTOR'S MORTUARY INC		9,900.00	455629	9,900.00*
AGRICULTURE EXTENSION SVC				
STARLA B. GARLICK		21.62	455464	
OFFICE DEPOT		121.95	455518	143.57*
HEALTH AND WELFARE NO. 1				
CLAYBAR FUNERAL HOME, INC.		15,250.00	455481	
MUNRO'S		92.08	455514	
UNITED STATES POSTAL SERVICE		64.01	455586	
PROCTOR'S MORTUARY INC		1,500.00	455630	16,906.09*
HEALTH AND WELFARE NO. 2				
CLAYBAR FUNERAL HOME, INC.		999.00	455482	
AT&T		32.46	455534	1,031.46*
NURSE PRACTITIONER				
MCKESSON MEDICAL-SURGICAL INC		174.84	455568	174.84*
ENVIRONMENTAL CONTROL				
AT&T		32.45	455534	32.45*
INDIGENT MEDICAL SERVICES				
CARDINAL HEALTH 110 INC		21,810.06	455659	
JAMES DYKES		1,200.00	455697	23,010.06*
MAINTENANCE-BEAUMONT				
CITY OF BEAUMONT - WATER DEPT.		9,275.56	455479	
COBURN'S, BEAUMONT BOWIE (1)		223.20	455483	
ECOLAB		209.95	455488	
W.W. GRAINGER, INC.		651.83	455496	
ENTERGY		34,726.16	455500	
OFFICE DEPOT		72.87	455518	
SANITARY SUPPLY, INC.		1,439.11	455529	
AT&T		229.81	455534	
MSC SYSTEMS		125.00	455557	
LOWE'S HOME CENTERS, INC.		268.29	455589	
OTIS ELEVATOR COMPANY		2,808.46	455595	
FIRETROL PROTECTION SYSTEMS, INC.		740.90	455620	
A1 FILTER SERVICE COMPANY		732.70	455642	
CARRIER ENTERPRISE LLC		130.40	455658	
AT&T		12,847.94	455681	
CINTAS CORPORATION		75.52	455685	64,557.70*
MAINTENANCE-PORT ARTHUR				
ALL-PHASE ELECTRIC SUPPLY		451.52	455484	
ENTERGY		1,798.02	455500	
AT&T		1,408.42	455534	
PARKER LUMBER		10.28	455633	
NELSON WATER GARDEN & NURSERY		1,304.97	455679	4,973.21*
MAINTENANCE-MID COUNTY				
ENTERGY		332.75	455500	
NOACK LOCKSMITH		15.00	455515	
SANITARY SUPPLY, INC.		113.14	455529	
ACE IMAGEWEAR		33.08	455530	
TIME WARNER COMMUNICATIONS		42.31	455545	
ATTABOY TERMITE & PEST CONTROL		54.00	455624	590.28*
SERVICE CENTER				
SPIDLE & SPIDLE		13,758.45	455466	
J.K. CHEVROLET CO.		81.17	455503	
MUNRO'S		45.90	455514	

PGM: GMCOMMV2	DATE 02-04-2019	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
PHILPOTT MOTORS, INC.	109.94	455520
VIN'S PAINT & BODY, INC.	1,874.30	455562
JEFFERSON CTY. TAX OFFICE	7.50	455570
JEFFERSON CTY. TAX OFFICE	7.50	455571
JEFFERSON CTY. TAX OFFICE	7.50	455572
JEFFERSON CTY. TAX OFFICE	7.50	455573
JEFFERSON CTY. TAX OFFICE	7.50	455574
JEFFERSON CTY. TAX OFFICE	7.50	455575
JEFFERSON CTY. TAX OFFICE	7.50	455576
JEFFERSON CTY. TAX OFFICE	7.50	455577
JEFFERSON CTY. TAX OFFICE	7.50	455578
JEFFERSON CTY. TAX OFFICE	7.50	455579
JEFFERSON CTY. TAX OFFICE	7.50	455580
JEFFERSON CTY. TAX OFFICE	7.50	455581
JEFFERSON CTY. TAX OFFICE	7.50	455582
JEFFERSON CTY. TAX OFFICE	7.50	455583
BUMPER TO BUMPER	797.29	455600
AIRPORT GULF TOWING LLC	125.00	455606
AMERICAN TIRE DISTRIBUTORS	437.78	455619
1800RADIATOR & AC	156.00	455673
MIDNIGHT AUTO	239.90	455687
		17,730.73*
VETERANS SERVICE		
HILARY GUEST	106.60	455592
		106.60*
		298,951.38**
MOSQUITO CONTROL FUND		
JACK BROOKS REGIONAL AIRPORT	53.75	455504
MUNRO'S	53.73	455514
SANITARY SUPPLY, INC.	122.78	455529
TIME WARNER COMMUNICATIONS	87.46	455543
PARKER LUMBER	84.93	455633
AERO PERFORMANCE	237.20	455665
VACUUM CITY & UNIQUE GIFTS	97.09	455695
		736.94**
BREATH ALCOHOL TESTING		
IACT	400.00	455501
		400.00**
SECURITY FEE FUND		
BEST BUY BUSINESS ADVANTAGE ACCOUNT	770.74	455663
		770.74**
LAW LIBRARY FUND		
LEXISNEXIS MATTHEW BENDER	1,167.89	455590
THOMSON REUTERS-WEST	205.27	455656
		1,373.16**
EMPG GRANT		
TIME WARNER COMMUNICATIONS	100.50	455544
		100.50**
GRANT A STATE AID		
CASH ADVANCE ACCOUNT	240.00	455506
OFFICE DEPOT	104.98	455518
HAYS COUNTY JUVENILE CENTER	145.86	455611
		490.84**
COMMUNITY SUPERVISION FND		
SAM HOUSTON STATE UNIVERSITY	250.00	455528
TEXAS DEPT OF LICENSING &	425.00	455547
TEXAS DEPT OF LICENSING &	425.00	455548
UNITED STATES POSTAL SERVICE	58.22	455586
JCCSC	725.00	455637
RELIAS LLC	15,542.66	455704
		17,425.88**
JEFF. CO. WOMEN'S CENTER		
A&A ELECTRIC CO OF BEAUMONT INC	159.19	455462
CITY OF BEAUMONT - WATER DEPT.	878.21	455479

PGM: GMCOMMV2	DATE 02-04-2019	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	1,215.04	455500
ISI COMMERCIAL REFRIGERATION	931.96	455502
M&D SUPPLY	27.62	455510
KIM MCKINNEY, LPC, LMFT	75.00	455511
TIME WARNER COMMUNICATIONS	37.95	455540
PETTY CASH - RESTITUTION I	170.83	455556
SE TEX CONSTRUCTION CORPORATION	5,446.70	455610
ROCHESTER ARMORED CAR CO INC	123.36	455636
SAM'S CLUB DIRECT	245.68	455649
CINTAS CORPORATION	104.92	455685
		9,416.46**
COUNTY CLERK - RECORD MGT		
MANATRON	11,330.37	455614
		11,330.37**
CHEEK H2O & SEWER		
DAVID J. WAXMAN, INC.	3,825.00	455552
W. JEFFERSON COUNTY M.W.D.	225.00	455554
LJA ENGINEERING INC	5,369.76	455647
MK CONSTRUCTORS	20,145.00	455648
		29,564.76**
HOTEL OCCUPANCY TAX FUND		
THERMACON SERVICE	475.00	455469
BEAUMONT ENTERPRISE	323.68	455489
ENTERGY	1,205.83	455500
M&D SUPPLY	76.03	455510
MUNRO'S	128.26	455514
OFFICE DEPOT	85.50	455518
TRI-CITY COFFEE SERVICE	86.65	455550
CDW COMPUTER CENTERS, INC.	262.80	455567
TEXAS TRAVEL INDUSTRY ASSOCIATION	850.00	455605
LA RUE ROUGEAU	67.50	455612
ATTABOY TERMITE & PEST CONTROL	55.00	455624
		3,616.25**
CRIME LAB FUNDING CJD		
ASCLD	875.00	455463
IAC	1,200.00	455501
		2,075.00**
AIRPORT FUND		
AIRPORT LIGHTING COMPANY	835.20	455465
CITY OF NEDERLAND	58.87	455480
FASTENAL	44.45	455566
HERRERA'S EMERGENCY LIGHTING	130.00	455593
RUTTY & MORRIS LLC	520.05	455613
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	1,743.00	455621
UNIFIRST HOLDINGS INC	461.51	455625
INDUSTRIAL RESCUE INSTRUCTION	1,500.00	455644
CRAWFORD ELECTRIC SUPPLY COMPANY	642.36	455652
L&L GENERAL CONTRACTORS	215,650.00	455654
SUPPLYWORKS	491.58	455677
TITAN AVIATION FUELS	85,615.70	455706
		307,692.72**
AIRPORT IMPROVE. GRANTS		
GARVER LLC	3,850.00	455632
GULF COAST	72,047.71	455689
		75,897.71**
SE TX EMP. BENEFIT POOL		
GROUP ADMINISTRATIVE CONCEPTS INC	139,209.26	455635
EXPRESS SCRIPTS INC	81,802.05	455694
		221,011.31**
LIABILITY CLAIMS ACCOUNT		
RELIABLE COURT REPORTING	422.80	455523
		422.80**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	14,392.38	455601
		14,392.38**
SHERIFF'S FORFEITURE FUND		

PGM: GMCOMMV2	DATE	PAGE: 9
	02-04-2019	80
NAME	AMOUNT	CHECK NO. TOTAL
SILSBEE FORD INC	12,615.20	455662
TRINITY INNOVATIVE SOLUTIONS LLC	100.00	455693
		12,715.20**
ORCA - IKE		
MILLENIUM PRODUCTS INC	65,556.90	455631
		65,556.90**
MARINE DIVISION		
W.W. GRAINGER, INC.	49.49	455496
MOTOROLA SOLUTIONS INC	1,050.00	455564
PORTER-STRAIT INSTRUMENT CO., INC.	909.00	455602
UNITED BATTERIES & ACCESSORIES	150.00	455618
ATTABOY TERMITE & PEST CONTROL	55.00	455624
ED SMITH	54.95	455669
		2,268.44**
SHERIFF-SPINDLETOP GRANT		
GALLS LLC	193.00	455676
		193.00**
		1,087,527.25***

**AGENDA ITEM****February 4, 2019**

Consider, possibly approve and authorize the County Judge to execute a Display Loan Agreement, SDA0415 for the National Museum of the United States Air Force Static Display Loan Program for the plane displayed at Veterans Memorial Park.

**NATIONAL MUSEUM of the U.S. AIR FORCE
INVENTORY REPORT**

Loan Account Number SDA0415

02-Jan-19

RCS: HAF-HO(A) 880

ACCESSION #	NOMENCLATURE	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	\$22,000

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____
(Historical Property Custodian) (Date)

Typed or Printed Name

Typed or Printed Title

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) STATIC DISPLAY LOAN PROGRAM

2019 LOAN AGREEMENT, SDA0415

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the JEFFERSON COUNTY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of TX and located at BEAUMONT, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2019 and ending 31 March 2020. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2019.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of the Property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF

for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by TX Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

Counties self-insured.

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said Property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the NMUSAF.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the NMUSAF, this Fifteenth Day of January 2019, at Wright-Patterson AFB Ohio.

By: **SHAW.MELISSA.L.1** Digitally signed by
268824703 SHAW.MELISSA.L.1268824703
MELISSA SHAW Date: 2019.01.15 14:40:00 -05'00'

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
 1100 Spaatz St
 Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Fax Number: (937) 656-4081

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2019, at _____.

 (Name of Borrower/Organization)

By: _____
 (Signature)

 (Typed or Printed Name & Title)

Address: _____

Telephone: _____ Fax Number: _____

Email: _____



Resolution

STATE OF TEXAS

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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 4th day of February, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

Regarding Civil Rights

Whereas, the County of Jefferson, Texas, (hereinafter referred to as "County of Jefferson") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the County of Jefferson in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Jefferson, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Jefferson, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the County of Jefferson, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Jefferson, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the County of Jefferson, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County of Jefferson, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the County of Jefferson, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF THE COUNTY OF JEFFERSON, TEXAS, THAT THE COUNTY OF JEFFERSON ADOPTS/REAFFIRMS THE FOLLOWING:

- 1. Citizen Participation Plan and Grievance Procedures (Form A1013);
- 2. Section 3 Policy (Form A1002);
- 3. Excessive Force Policy (Form A1003);
- 4. Section 504 Policy and Grievance Procedures (Form A1004);
- 5. Code of Conduct Policy (Sample Form Appendix C);
- 6. Limited English Proficiency Plan (Form 1010); and
- 7. Fair Housing Policy (Exhibit 1015).

Signed this 4th day of February, 2019.



ABSENT
JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



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 4th day of February, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

A RESOLUTION BY THE COMMISSIONER'S COURT OF THE COUNTY OF JEFFERSON, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7218240.

WHEREAS, the County of Jefferson, Texas has received a 2018 Texas Community Development Block Grant award to provide first time single unit sewer service or replace failing septic systems; and,

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture; and,

WHEREAS, an original signed copy of the *TxCDBG Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution; and,

WHEREAS, the County of Jefferson, Texas, acknowledges that in the event that an authorized signatory of the County changes the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory) and,
- a revised *TxCDBG Depository/Authorized Signatories Designation Form (Form A202)*.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF JEFFERSON, TEXAS, AS FOLLOWS:

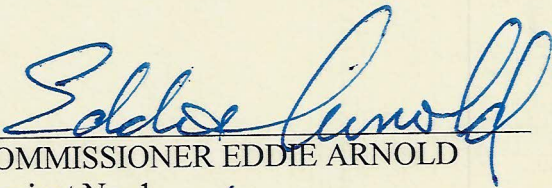
The County Judge and County Commissioner Precinct 4 be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2018 Texas Community Development Block Grant Program Contract 7218240; and,

The County Auditor, County Treasurer, Budget Manager, and Internal Audit Manager be authorized to execute the *Request for Payment Form* documents required for requesting funds approved in the 2018 Texas Community Development Block Grant Program.

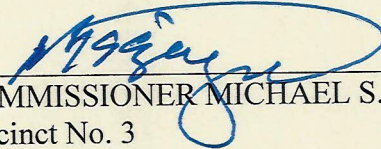
SIGNED this 4th day of February, 2019.

ABSENT

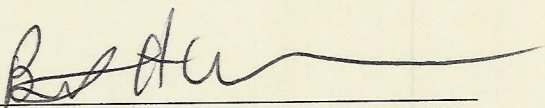
JUDGE JEFF R. BRANICK
County Judge



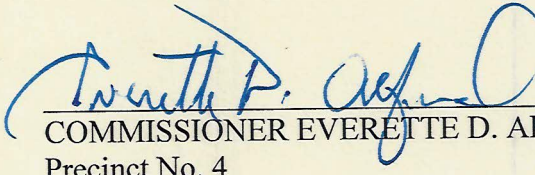
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



§§§

OF JEFFERSON COUNTY, TEXAS

COMMISSIONER EVERETTE D. ALFRED



**AGENDA ITEM****February 4, 2019**

Consider, possibly approve and authorize the County Judge to execute a Community Agreement-Memorandum of Understanding between Jefferson County, Texas and Region 5 Prevention Resource Center (PRC) for September 1, 2018 through August 31, 2019. (This is a renewal of an existing agreement.)



Region 5 Prevention Resource Center (PRC)

Community Agreement

Memorandum of Understanding

September 1, 2018 through August 31, 2019

The purpose of this agreement is to establish and coordinate a working relationship between the **Region 5 Prevention Resource Center (PRC)** of the Alcohol and Drug Abuse Council of Deep East Texas and **Jefferson County Commissioners Court** to encourage networking and coordination of efforts, to assist in data collection strategies, to prevent use/abuse of alcohol, marijuana and prescription drugs, as well as tobacco and other drugs while maintaining confidentiality of all specific client information and identification.

Region 5 Prevention Resource Center will provide the following services or resources for the 15 counties located in Region 5:

- Collect data for the Regional Needs Assessment (RNA).
- Develop an RNA that includes data on alcohol (underage drinking), marijuana, and prescription drugs, as well as tobacco and other drugs (ATOD).
- Provide presentations on the local and regional data collected for the RNA.
- Facilitate local and regional data collection strategies to prevent the abuse of alcohol, marijuana, and prescription drugs, as well as tobacco and other drugs.
- Provide information on the availability of substance abuse prevention trainings offered by the Department of Health and Human Services (HHS) & Coordinated Training Services (CTS).

Jefferson County Commissioners Court agrees to support the **Region 5 Prevention Resource Center** in the following manner:

- Provide the PRC with non-confidential data pertaining to the RNA if possible.
- Assist the PRC with networking to help collect data and identify resources for the regional data collection.
- Assist the PRC in raising awareness and participating in prevention training if needed.
- Offer networking assistance to strengthen prevention efforts in the community.

This is a non-binding, non-financial Community Agreement/Memorandum of Understanding.

Region 5 Prevention Resource Center

304 N. Raguet • Lufkin, Texas 75904 • (936) 631-8771 • Fax (936) 639-2638

E-Mail: kforeman@adacdet.org

Prevention Begins With YOU!

Additional comments: _____

Jeff Branick
 County Judge
Jefferson County Commissioners Court

Kyeisha Foreman
 Community Liaison
Region 5 Prevention Resource

 Date

 Date

COUNTY:

Angelina
 Jasper
 Newton
 Sabine
 Shelby

Hardin
 Jefferson
 Orange
 San Augustine
 Trinity

Houston
 Nacogdoches
 Polk
 San Jacinto
 Tyler

NEW – RENEW



Resolution

STATE OF TEXAS

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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 4th day of February, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

VICTIMS OF CRIME ACT GRANT

WHEREAS, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center be operated for the Fiscal Year 2019– 2021; and,

WHEREAS, Jefferson County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Victims of Crime Act grant application; and,

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

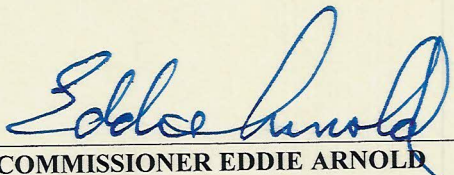
WHEREAS, Jefferson County Commissioners' Court designates the County Judge as the grantee's authorized official: the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

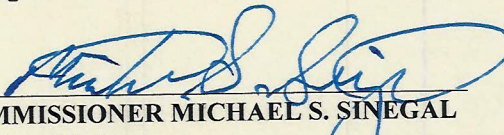
NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas, does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

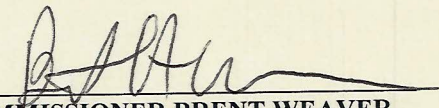
Grant Application Confirmation Number: 2103209


SIGNED this 4th day of February, 2019.

ABSENT
JUDGE JEFF BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





Resolution

STATE OF TEXAS

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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 4th day of February, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

BE IT RESOLVED that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for September 1, 2019 through August 31, 2020 from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

WHEREAS, the Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

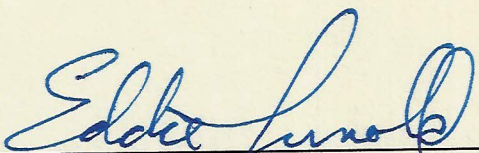
NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

Grant No. 1346622

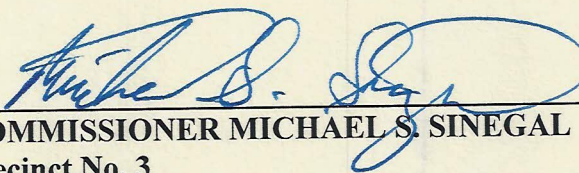
Signed this 4th of February, 2019.



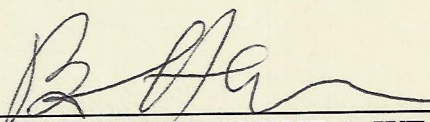
ABSENT
JUDGE JEFF R. BRANICK
County Judge



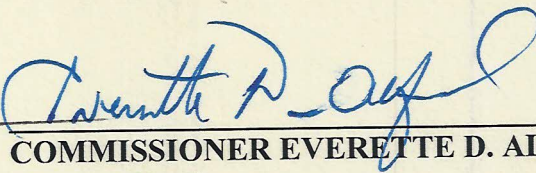
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

CHUBB®

ACE American Insurance Company
 436 Walnut Street
 Philadelphia, PA 19106

TankSafe®
Storage Tank Liability
Insurance Policy
Quotation

CHUBB ENVIRONMENTAL

QUOTE NO: Q157253
A.M. BEST RATING: **A++ XV**

DATE: 01/28/2019
TO: McGriff, Seibels & Williams of Texas, Inc.

NAMED INSURED: Jefferson County

INCEPTION DATE: 04/06/2019

EXPIRATION DATE: 04/06/2020

RETROACTIVE DATE: See attached Schedule of Covered Storage Tanks

POLICY LIMITS:	\$1,000,000	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)
	\$2,000,000	Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents
	\$1,000,000	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
	\$3,000,000	Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

DEDUCTIBLE: **\$25,000** Per Storage Tank Incident

PREMIUM*: **\$6,372.00**

This premium shall be 0% minimum-earned as of the inception date of the policy identified above.

NUMBER OF COVERED STORAGE TANKS: See attached Schedule of Covered Storage Tanks

Terms & Exclusions: This quotation contemplates the use of Chubb forms, issued on the paper indicated below. All terms and conditions are per those forms and endorsements unless otherwise noted herein.

PF-31181 (10/10) TankSafe® Storage Tank Liability Insurance Policy

Endorsements: See Attachment A

Subjectivities: See Attachment B

OFAC NOTICE: The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous Foreign agents, Front organizations, Terrorists, Terrorist organizations, and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>. In accordance with OFAC regulations, if it is determined that you or any other proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.

THIS BINDABLE QUOTATION SHALL EXPIRE SEVENTYFIVE (75) DAYS FROM THE DATE INDICATED AT THE TOP OF THIS DOCUMENT OR NO LATER THAN THE INCEPTION DATE OF COVERAGE.

THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS OF THE INCEPTION DATE.

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Carlos Mora at 2156405212 (phone) or Carlos.Mora@Chubb.com (email).

***POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Risk Insurance Act premium: \$0

SCHEDULE OF COVERED STORAGE TANKS

Insured Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Correctional Facility 5030 Hwy 69 South Beaumont Texas 77705	1	6,000	UST	04/06/2006
Correctional Facility 5030 Hwy 69 South Beaumont Texas 77705	2	2,500	UST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	1	20,000	AST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	2	15,000	AST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	3	15,000	AST	04/06/2006
SE Tx Regional Airport 4875 Parker Drive Beaumont Texas 77705	2	20,000	AST	04/06/2006
Precinct 1 20205 W Hwy 90 China Texas 77613	1	4,000	AST	04/06/2006
Precinct 2 7759 Viterbo Road Beaumont Texas 77705	1	2,000	AST	04/06/2006
Precinct 2 7759 Viterbo Road Beaumont Texas 77705	2	2,000	AST	04/06/2006

Precinct 3 5700 Jade Avenue Port Arthur Texas 77640	1	3,000	AST	04/06/2006
Precinct 3 5700 Jade Avenue Port Arthur Texas 77640	2	5,000	AST	04/06/2006
Precinct 4 7780 Boyt Road Beaumont Texas 77713	2	2,000	AST	04/06/2006
Precinct 4 7780 Boyt Road Beaumont Texas 77713	1	2,000	AST	04/06/2006
Service Center Jerry Ware Drive Nederland Texas 77701	1	12,000	AST	04/06/2006
Sabine Pass Port Authority 5960 1st Avenue Sabine Pass Texas 77655	1	8,000	AST	10/14/2008
Sub Courthouse 525 Lakeshore Drive Port Arthur Texas 77640	1	2,000	AST	04/06/2006

ATTACHMENT A

ENDORSEMENTS

1	PF-31164	Schedule Of Covered Storage Tanks Endorsement
2	PF-31172	Financial Responsibility Condition Endorsement
3	PF-31174	Loading And Unloading Coverage (Time Element Reporting) Endorsement
4	PF-34075	Closure, Removal or Replacement Amendatory Endorsement
5	CC-1K11h	Signatures
6	PF-23728a	Terrorism Risk Insurance Act Endorsement
7	TRIA11c	Disclosure Pursuant To Terrorism Risk Insurance Act
8	ALL-20887	Producer Compensation Practices-Policies Policyholder Notice
9	ALL-38009	Notice To Policyholders Texas
10	ALL-4Y30f	Information And Complaints
11	PF-31847	Texas Amendatory Endorsement
12	ALL-21101	Trade or Economic Sanctions Endorsement
13	ILP0010104	OFAC Advisory Notice to Policyholders
14	PF-31156	Aboveground Storage Tanks Aggregate Sublimit Of Liability Endorsement
15	PF-31182	Underground Storage Tanks Aggregate Sublimit Of Liability Endorsement

ATTACHMENT B

SUBJECTIVITIES

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW AND APPROVAL OF THE
FOLLOWING ITEMS **PRIOR TO BINDING**

CHUBB®

ACE American Insurance Company
Philadelphia, Pennsylvania

TANKSAFE®

Storage Tank Liability Insurance
Policy

DECLARATIONS

This Policy is issued by the stock insurance company listed above (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Policy No.: G24665525 011	Renewal of: G24665525 010
Item 1. First Named Insured: Jefferson County Principal Address: 215 Franklin, Suite 202 Beaumont, TX 77701	
Item 2. Policy Period: From 12:01 A.M. on 04/06/2019 to 12:01 A.M. on 04/06/2020 (Local time at the address shown in Item 1.)	
Item 3. Retroactive Date: Per Schedule of Covered Storage Tanks	
Item 4. Limits of Liability: <ul style="list-style-type: none"> a. \$1,000,000 Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) b. \$2,000,000 Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents c. \$1,000,000 Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents d. \$3,000,000 <u>Total Policy Aggregate Limit of Liability for all Storage Tank Incidents</u> 	
Item 5. Deductible: \$25,000 Per Storage Tank Incident	
Item 6. Premium: \$6,372.00 *This premium shall be 0% minimum-earned as of the inception date of the policy identified in Item 2., above.	
Item 7. Notice to Insurer: <ul style="list-style-type: none"> a. Notice of Claim or Storage Tank Incident: <ul style="list-style-type: none"> Environmental Risk Claims Manager Chubb Claims P.O. Box 5103 Scranton, PA 18505-0510 Fax: (866) 635-5687 First Notice Fax: (800) 951-4119 First Notice Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com 	

b. All Other Notices:

Environmental Risk Underwriting Officer
 Chubb Environmental
 P.O. Box 1000
 436 Walnut Street – WA 07A
 Philadelphia, PA 19106

Item 8. Schedule of Covered Underground Storage Tanks:

Per Schedule of Covered Storage Tank Endorsement

Item 9. Schedule of Covered Aboveground Storage Tanks:

Per Schedule of Covered Storage Tank Endorsement

Item 10. Producer Name and Address: McGriff, Seibels & Williams of Texas, Inc.

8200 IH-10 West, Suite 215
 San Antonio, TX 78230

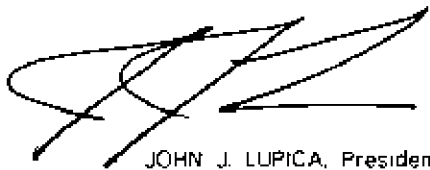
Policy Form No. PF-31181(10/10) TankSafe® Storage Tank Liability Insurance Policy

Endorsements and Notices Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:
001	PF-31164	Schedule Of Covered Storage Tanks Endorsement
002	PF-31172	Financial Responsibility Condition Endorsement
003	PF-31174	Loading And Unloading Coverage (Time Element Reporting) Endorsement
004	PF-34075	Closure, Removal or Replacement Amendatory Endorsement
005	CC-1K11h	Signatures
006	PF-23728a	Terrorism Risk Insurance Act Endorsement
007	TRIA11c	Disclosure Pursuant To Terrorism Risk Insurance Act
	ALL-20887	Producer Compensation Practices-Policies Policyholder Notice
	ALL-38009	Notice To Policyholders Texas
	ALL-4Y30f	Information And Complaints
008	PF-31847	Texas Amendatory Endorsement
009	ALL-21101	Trade or Economic Sanctions Endorsement
	ILP0010104	OFAC Advisory Notice to Policyholders
010	PF-31156	Aboveground Storage Tanks Aggregate Sublimit Of Liability Endorsement
011	PF-31182	Underground Storage Tanks Aggregate Sublimit Of Liability Endorsement

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE: 01/28/2019
MO/DAY/YR.



JOHN J. LUPICA, President
AUTHORIZED REPRESENTATIVE

CHUBB®**TANKSAFE®****Storage Tank Liability Insurance
Policy**

This Policy is issued by the stock insurance company identified in the Declarations (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Throughout this Policy the words *the Insurer* shall refer to the stock insurance company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section **V., DEFINITIONS**, of this Policy.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the "insured" as described herein.

I. INSURING AGREEMENTS

The Insurer agrees to pay on behalf of the "insured" for:

A. THIRD-PARTY CLAIMS AND FIRST PARTY REMEDIATION COSTS (Coverage A.)

"Claims" and "remediation costs", in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, arising out of a "storage tank incident", provided that the "claim" is first made, or the "insured" first discovers the "storage tank incident", during the "policy period". Any such "claim" must be reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period". Any such discovery of a "storage tank incident" must be reported to the Insurer, in writing, during the "policy period".

The coverage afforded pursuant to this Coverage **A.** only applies to "storage tank incidents" that first commence on or after the Retroactive Date, if any, identified in Item **3.** of the Declarations and before the end of the "policy period". If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".

B. LEGAL DEFENSE EXPENSES (Coverage B.)

"Legal defense expense", in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, necessarily incurred to respond to a "claim" pursuant to Coverage **A.**, above, to which this insurance applies.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

- A.** The Insurer's obligation to pay for "claims", "remediation costs" and "legal defense expenses" shall be reduced by the deductible amount identified in Item **5.** of the Declarations to this Policy. If the sum of the "claim" or "remediation costs" is less than the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any "claim". Upon notification of the Insurer's payment of such deductible amount, the "first named insured" shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.

- B.** One deductible shall apply to all "claims", "remediation costs" and "legal defense expenses" arising from the same, continuous, repeated, or related "storage tank incident".
- C.** With respect to Coverage **A.**, and subject to Subsections **D.** and **F.**, below, the most the Insurer shall pay for all "claims" and "remediation costs" arising out of the same, continuous, repeated, or related "storage tank incident" is the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations to this Policy.
- D.** With respect to Coverage **A.**, and subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.b** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for all "claims" and "remediation costs" arising out of all "storage tank incidents" to which this insurance applies.
- E.** With respect to Coverage **B.**, and Subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.c.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for "legal defense expense" necessarily incurred to respond to all "claims" arising out of all "storage tank incidents" to which this insurance applies.
- F.** The Total Policy Aggregate Limit of Liability identified in Item **4.d.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all "claims", "remediation costs" and "legal defense expense" arising out of all "storage tank incidents" to which Coverages **A.** and **B.** of this insurance apply.
- G.** If the Insurer or an affiliate has issued claims-made liability coverage for a "covered underground storage tank" or a covered aboveground storage tank" in one or more policy periods, and a "storage tank incident" is first discovered and reported to the Insurer in accordance with the terms and conditions of this Policy, then:
 - 1.** All such continuous, repeated, or related "storage tank incidents" that are subsequently reported to the Insurer during later policy periods shall be deemed to be one "storage tank incident" discovered during this "policy period"; and
 - 2.** All "claims" arising out of a "storage tank incident" that was discovered during this "policy period", including any continuous, repeated, or related "storage tank incident", shall be deemed to have been first made and reported during this "policy period",
 and no other policy shall respond.

III. DEFENSE AND SETTLEMENT

- A.** The Insurer shall have the right and, subject to the deductible obligation identified in Item **5.** of the Declarations to this Policy, the duty to defend the "insured" against any "claim" to which this insurance applies. The Insurer shall have no duty to defend the "insured" against any "claim" to which this insurance does not apply. The Insurer's duty to defend ends when:
 - 1.** The Limits of Liability identified in Items **4.a.**, **4.b.** or **4.d.** are exhausted or are tendered into a court of applicable jurisdiction;
 - 2.** The "insured" refuses a settlement offer as provided in Subsection **D.**, below; or
 - 3.** The Limits of Liability identified in Items **4.c.** are exhausted,
 whichever occurs first.
- B.** The Insurer shall have the right to select legal counsel to represent the "insured" for the investigation, adjustment, and defense of any "claims" covered pursuant to this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the "insured"; such consent shall not be unreasonably withheld. "Legal defense expenses" incurred prior to the selection of legal counsel by the Insurer shall not be covered pursuant to this Policy, or credited against the deductible.

In the event the "insured" is entitled by law to select independent counsel to defend itself at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer must pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending "claims" or lawsuits of similar complexity in the jurisdiction where the "claim" arose or is being defended. In addition, the "insured" and the Insurer agree that the Insurer may exercise the right to require that such counsel: **1)** have certain minimum qualifications with respect to their competency, including experience in defending "claims" similar to those being asserted against the "insured"; **2)** maintain suitable errors and omissions insurance coverage; **3)** be located within a reasonable proximity to the

jurisdiction of the “claim”; and **4)** agree in writing to respond in a timely manner to the Insurer’s requests for information regarding the “claim”. The “insured” may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

- C.** “Legal defense expenses” reduce the Limits of Liability identified in Items **4.c.** and **4.d.** of the Declarations to this Policy and shall be subject to the deductible obligation.
- D.** The Insurer shall present all settlement offers to the “insured”. If the Insurer recommends a settlement which is acceptable to the claimants, within the Limits of Liability, and does not impose any additional unreasonable burdens on the “insured”, and the “insured” refuses to consent to such settlement offer, then the Insurer’s duty to defend shall end. The “insured” shall defend such “claim” independently. The Insurer’s liability pursuant to this Policy shall not exceed the amount for which the “claim” could have been settled if the Insurer’s recommendation had been accepted by the “insured”, exclusive of the deductible obligation.

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to “storage tank incidents” located, and “claims” made, within the United States of America.

V. DEFINITIONS

- A. “Additional insured”** means any person or entity specifically endorsed onto this Policy as an “additional insured”, if any. Such “additional insured” shall maintain only those rights pursuant to this Policy as are specified by endorsement.
- B. “Bodily injury”** means physical injury or illness, disease, mental anguish, or emotional distress sustained by any person, including death resulting therefrom.
- C. “Claim”** means the written assertion of a legal right received by the “insured” from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the “insured” for “bodily injury” or “property damage” arising out of a “storage tank incident”.
- D. “Corrective action costs”** means expenses necessarily incurred by an “insured” to investigate, quantify, assess, monitor, abate, remove, dispose, treat, neutralize or immobilize “storage tank incidents” to the extent required by 40 CFR Sections 280.60-280.67 and 40 CFR Section 280.72 promulgated by the Federal Environmental Protection Agency, or other “environmental law”.
- E. “Covered aboveground storage tank”** means a stationary petroleum product-containing tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item **9.** of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.
- F. “Covered underground storage tank”** means a petroleum product-containing tank, and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Underground Storage Tanks identified in Item **8.** of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.
- G. “Emergency response”** means actions taken by the “insured” to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a “storage tank incident”.
- H. “Environmental laws”** means any federal, state, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup programs or risk-based corrective action guidance, governing the liabilities and legal obligations of the “insured” with respect to “covered aboveground storage tanks” or “covered underground storage tanks”.
- I. “Extended reporting period”** means the additional period of time in which to report a “claim” first made against the “insured” during or subsequent to the end of the “policy period” arising from a “storage tank incident” to which this insurance applies. Such “storage tank incident” must commence on or after any applicable Retroactive Date identified in Item **3.** of the Declarations to this Policy, but before the end of the “policy period”. If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.
- J. “First named insured”** means the person or entity as identified in Item **1.** of the Declarations to this Policy. The “first named insured” is the party responsible for the payment of any premiums and the payment of any

applicable deductible amounts. The “first named insured” shall also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notices, including notice of cancellation or non-renewal, receipt and acceptance of any endorsements or any other changes to this Policy, return of any premium, assignment of any interest pursuant to this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.

- K. **“Government action”** means action taken or liability imposed by any federal, state, municipal or other local government agency or body acting pursuant to the authority of “environmental laws”.
- L. **“Insured”** means the “first named insured”, any “named insured”, any “additional insured”, and any past or present director or officer of, partner in, or employee of, any “insured” while acting within the scope of his or her duties as such.
- M. **“Legal defense expense”** means reasonable legal costs, charges, and expenses, including expert charges, incurred by the “insured in the investigation, adjustment, or defense of a “claim”.
- N. **“Named insured”** means any person or entity specifically endorsed onto this Policy as a “named insured”, if any. Such “named insured” shall maintain the same scope of coverage pursuant to this Policy as the “first named insured”.
- O. **“Natural resource damages”** means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, or any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- P. **“Policy period”** means that period of time identified in Item 2. of the Declarations to this Policy, or any shorter period resulting from the cancellation of this Policy.
- Q. **“Pollution condition”** means any spilling, leaking, emitting, discharging, dispersing, seeping, escaping or releasing of the contents of any “covered underground storage tank” or “covered aboveground storage tank” into surface soils, subsurface soils, surface water, sediments or groundwater.
- R. **“Property damage”** means:
 1. Physical injury to, or destruction of, tangible property of a third-party, including all resulting loss of use of that property;
 2. Loss of use of tangible property of a third-party, that is not physically injured or destroyed;
 3. Diminished value of tangible property owned by a third-party; or
 4. “Natural resource damages”.
- S. **“Remediation costs”** means :
 1. With respect to “covered aboveground storage tanks”, only, reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize a “storage tank incident” to the extent required by “environmental law”; and
 2. With respect to “covered underground ground storage tanks”, only, “corrective action costs”.

“Remediation costs” shall also include:

 1. Reasonable legal cost, where such cost has been incurred by an “insured” with the written consent of the Insurer; and
 2. “Replacement costs”.
- T. **“Replacement costs”** means reasonable expenses required to restore, repair or replace real property, or physical improvements thereto, damaged during the course of responding to a “storage tank incident”. “Replacement costs” do not include costs associated with improvements or betterments, or any costs associated with the repair, replacement, or upgrading of any “covered underground storage tank” or “covered aboveground storage tank”.

- U. “Responsible insured”** means any employee of a “named insured” responsible for environmental affairs, control, or compliance, and any officer of, director of, or partner in, a “named insured”.
- V. “Storage tank incident”** means a “pollution condition” resulting from a “covered underground storage tank” or a “covered aboveground storage tank”. The entirety of continuous or repeated “pollution conditions” resulting from the same “covered underground storage tank” or “covered aboveground storage tank” shall be deemed to be one “storage tank incident”.
- W. “Terrorism”** means activities against persons, organizations or property of any nature:
 - 1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- X. “War”** means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance does not apply to:

A. Contractual Liability

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to any liability of others assumed by an “insured” through contract or agreement, except if the liability would have attached to such “insured” in the absence of such contract or agreement.

This exclusion does not apply to those contracts identified in the Schedule of Insured Contracts endorsed to this Policy, if any.

B. Employers Liability

“Claims” for “bodily injury” to:

- 1. An “insured” or an employee of its parent, subsidiary or affiliate
 - a. Arising out of and in the course of employment by the “insured” or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the “named insured’s” business.
- 2. The spouse, child, parent, brother or sister of such “insured” or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1., above.

This exclusion shall apply:

- 1. Whether the “insured” may be liable as an employer or in any other capacity;
- 2. To any obligation to share damages with or repay someone else who must pay damages because of such “bodily injury”; and
- 3. To all “legal defense expense” associated with such “claims”.

C. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated "claims" seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any "legal defense expense" associated with such fines, penalties or damages.

D. First-Party Property Damage

"Claims" or "legal defense expenses" arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by, an "insured", or otherwise in the care, custody, or control of an "insured".

This exclusion does not apply to "remediation costs".

E. Fraud or Misrepresentation

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to fraudulent acts or material misrepresentations on the part of any "insured", which would have affected the Insurer's decision to issue this Policy pursuant to the financial terms identified in the Declarations of this Policy.

F. Known Conditions

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" in existence prior to the "policy period" and reported to a "responsible insured", but not disclosed to the Insurer in writing.

G. Insured's Internal Expenses

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to expenses incurred by an "insured" for services performed by salaried staff or employees of an "insured".

H. Intentional Non-Compliance

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to the intentional disregard of, or knowing, willful or deliberate non-compliance with, any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by a "responsible insured".

I. Lead-Based Paint and Asbestos

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to the presence of lead-based paint, asbestos, or asbestos-containing materials, in, on, or applied to any structure, including, but not limited to, a "covered underground storage tank" or "covered aboveground storage tank".

J. Nuclear Hazard**1. "Claims", "remediation costs" or "legal defense expenses":**

- a.** With respect to which the "insured" pursuant to this Policy is also an "insured" pursuant to a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an "insured" pursuant to any such policy but for its termination upon exhaustion of its limits of liability; or
- b.** Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1)** Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2)** The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, pursuant to any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. "Claims", "remediation costs" or "legal defense expenses" arising out of or related to the hazardous properties of nuclear material, if:

- a.** The nuclear material
 - (1)** Is at any nuclear facility owned by, or operated by or on behalf of the "insured"; or
 - (2)** Has been discharged or dispersed therefrom;

- b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the "insured"; or
 - c. The "bodily injury" or "property damage" arises out of the furnishing by the "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, located within the United States of America, its territories or possessions or Canada.
3. As used in this exclusion:
- a. Hazardous properties include radioactive, toxic, or explosive properties.
 - b. Nuclear material means source material, special nuclear material, or byproduct material.
 - c. Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
 - e. Waste means any waste material:
 - (1) Containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - (2) Resulting from the operation by any person or organization of any nuclear facility included pursuant to the first two paragraphs of the definition of nuclear facility;
 - f. Nuclear facility means:
 - (1) Any nuclear reactor;
 - (2) Any equipment or device designed or used for
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing or packaging waste;
 - (3) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (4) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste;
 - (5) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
 - g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
 - h. "Property damage" includes all forms of radioactive contamination of property.

K. Regulatory Compliance

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any "storage tank incident" involving a "covered aboveground storage tank" or "covered underground storage tank" that was not in compliance with all applicable "environmental laws" prior to such "storage tank incident".

L. Storage Tank Contents

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to costs associated with the loss, removal, replacement, re-use, or recycling of the contents of any covered underground storage tank" or "covered aboveground storage tank".

M. War or Terrorism

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

VII. REPORTING AND COOPERATION

- A. The "insured" must see to it that the Insurer receives written notice of any "claim" or "storage tank incident", as soon as possible, but in no event more than seven (7) days after a "responsible insured" first became aware of, or should have become aware of, such "claim" or "storage tank incident". Such notice shall be provided to the Insurer at the address identified in Item **7.a.** of the Declarations to this Policy and should include reasonably detailed information as to:
 1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "storage tank incident";
 2. The identity of "covered aboveground storage tank" or "covered underground storage tank";
 3. The nature of the "claim" or "storage tank incident"; and
 4. Any steps undertaken by the "insured" to respond to the "claim" or "storage tank incident".
- B. The "insured" must:
 1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
 2. Authorize the Insurer to obtain records and other information;
 3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";
 4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "bodily injury", "property damage", "remediation costs" or "legal defense expense" to which this Policy may apply; and
 5. Provide the Insurer with such information and cooperation as it may reasonably require.
- C. No "insured" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured" incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response".
- D. Upon the discovery of a "storage tank incident", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental laws". The "insured" must cooperate with the Insurer in the selection and retention of qualified contractors or consultants. The Insurer shall have the primary responsibility, but not the duty, to select, retain, and oversee such contractors or consultants, on behalf of the "insured". Any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the deductible obligation and Limits of Liability of this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described Section **IX., GENERAL CONDITIONS**, Subsection **A.**, or nonrenewal.
- B. "Extended reporting periods" shall not reinstate or increase the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period".
- C. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30)

months for not more than two hundred percent (200%) of the full Premium identified in Item **6.** of the Declarations to this Policy. Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the "first named insured":

1. Makes a written request, to the address identified in Item **7.b.** of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the "policy period"; and
2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled only by the "first named insured", or through the "first named insured's" agent, by mailing to the Insurer at the address identified in Item **7.b.** of the Declarations to this Policy, written notice stating when such cancellation shall be effective.
2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of premium;
 - b. Fraud or material misrepresentation on the part of any "insured; or
 - c. Change in use or operation of a "covered underground storage tank" or "covered aboveground storage tank" from the use contemplated in the Application and supporting materials that materially increases the likelihood of "claims" or "storage tank incidents",

by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

Subparagraph **2.b.**, herein, shall apply only to that "insured" that engages in the fraud or misrepresentation, or any other "insured" who is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such "insured".

3. In the event of cancellation, the premium percentage identified in Item **6.** of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the "policy period". Any unearned premium amounts due the "first named insured" upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

B. Inspection and Audit

To the extent of the "insured's" ability to provide such access, and with reasonable notice to the "insured", the Insurer shall be permitted, but not obligated, to inspect any "covered aboveground storage tank" or "covered underground storage tank". The "insured" shall have the concurrent right to collect split samples. Neither the Insurer's right to make inspections, the making of said inspections, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe or in compliance with "environmental laws", or any other laws.

The Insurer may examine and audit the "insured's" books and records during this policy period" and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization other than an "insured" has a right pursuant to this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any "insured"; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

D. Bankruptcy

The insolvency or bankruptcy of any "insured" or any "insured's" estate shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured" or any "insured's" estate shall not relieve the "first named insured" of its deductible obligation pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

E. Subrogation

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insureds" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the "insureds" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the "insured" to the extent of the deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the "first named insured" made to the Insurer; and
3. This Policy has been issued in reliance upon the "first named insured's" representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions **2.a.** and **2.c.**, the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the "first named insured", this Policy applies:

1. As if each "named insured" were the only "insured"; and
2. Separately to each "named insured" against whom a "claim" is made.

H. Other Insurance

If other valid and collectible insurance is available to any "insured" covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the "insured" shall submit to the exclusive jurisdiction of the State of New York and shall comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer's right to remove an action to a United States District Court.

J. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy, including the rights, duties and obligations thereunder, shall be determined in accordance with the law and practices of the State of New York.

K. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right pursuant to the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest in this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

L. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

M. Consent

Where the consent of the Insurer, or an "insured", is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

SCHEDULE OF COVERED STORAGE TANKS ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 001
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer agree that the storage tanks identified in the Schedule of Covered Storage Tanks, below, have been added to this Policy as "covered underground storage tanks" or "covered aboveground storage tanks", as applicable.

Schedule of Covered Storage Tanks

Insured's Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Correctional Facility, 5030 Hwy 69 South, Beaumont Texas 77705	1	6,000	UST	04/06/2006
Correctional Facility, 5030 Hwy 69 South, Beaumont Texas 77705	2	2,500	UST	04/06/2006
SE Tx Regional Airport, 4875 Parker Drive, Beaumont Texas 77705	1	20,000	AST	04/06/2006
SE Tx Regional Airport, 4875 Parker Drive, Beaumont Texas 77705	2	15,000	AST	04/06/2006
SE Tx Regional Airport, 4875 Parker Drive, Beaumont Texas 77705	3	15,000	AST	04/06/2006
SE Tx Regional Airport, 4875 Parker Drive, Beaumont Texas 77705	2	20,000	AST	04/06/2006
Precinct 1, 20205 W Hwy 90, China Texas 77613	1	4,000	AST	04/06/2006

Precinct 2,7759 Viterbo Road,Beaumont Texas 77705	1	2,000	AST	04/06/2006
Precinct 2,7759 Viterbo Road,Beaumont Texas 77705	2	2,000	AST	04/06/2006
Precinct 3,5700 Jade Avenue,Port Arthur Texas 77640	1	3,000	AST	04/06/2006
Precinct 3,5700 Jade Avenue,Port Arthur Texas 77640	2	5,000	AST	04/06/2006
Precinct 4,7780 Boyt Road,Beaumont Texas 77713	2	2,000	AST	04/06/2006
Precinct 4,7780 Boyt Road,Beaumont Texas 77713	1	2,000	AST	04/06/2006
Service Center, Jerry Ware Drive,Nederland Texas 77701	1	12,000	AST	04/06/2006
Sabine Pass Port Authority,5960 1st Avenue,Sabine Pass Texas 77655	1	8,000	AST	10/14/2008
Sub Courthouse,525 Lakeshore Drive,Port Authur Texas 77640	1	2,000	AST	04/06/2006

All other terms and conditions of this Policy remain unchanged.

FINANCIAL RESPONSIBILITY CONDITION ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 002
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX., CONDITIONS**, of this Policy is hereby amended by addition of the following:

Financial Responsibility And Reimbursement

If this Policy is issued to certify an "insured's" compliance with Federal or State financial responsibility requirements with respect to "covered aboveground storage tanks" or "covered underground storage tanks", the Insurer shall comply with such financial responsibility requirements. Notwithstanding the foregoing, the "first named insured" agrees to reimburse the Insurer for any payment made by the Insurer on behalf of any "insured", which the Insurer would not have otherwise been obligated to make under the terms and conditions of this Policy, but for: **1)** the agreement contained in the first sentence of this condition, above; **2)** the Insurer's issuance of an amendatory endorsement to this Policy tracking specific, obligatory Federal or State statutory or regulatory language required for use of insurance as a storage tank financial responsibility mechanism; or **3)** the Insurer's issuance of a Certificate evidencing this Policy satisfies the requirements of any Federal or State storage tank financial responsibility program.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

LOADING AND UNLOADING COVERAGE (Time Element Reporting) ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 003
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE COVERAGE AFFORDED PURSUANT TO THIS ENDORSEMENT IS LIMITED BY A DEFINED REPORTING PERIOD AND, THEREFORE, COVERS ONLY CLAIMS AND REMEDIATION COSTS THAT ARISE OUT OF LOADING AND UNLOADING RELATED POLLUTION CONDITIONS THAT ARE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR THE DEFINED REPORTING PERIOD CONTAINED HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

I. Section V., DEFINITIONS, Subsection **Q.**, of this Policy is hereby amended by addition of the following:

Q. "Pollution condition" also means the inadvertent spilling, leaking, discharging, escaping or releasing of the contents of any "covered underground storage tank" or "covered aboveground storage tank" into surface soils, subsurface soils, surface water, sediments or groundwater during the loading or unloading of such "covered underground storage tank" or "covered aboveground storage tank".

II. Notwithstanding anything contained in the general reporting obligations identified in **Section VII.** of this Policy which might be construed otherwise, it is a condition precedent to the coverage afforded pursuant to this Endorsement for loading and unloading-related "storage tank incident" that the "insured" provide written notice of such "storage tank incident" to the Insurer within **seventy-two (72) hours** of the event giving rise to such "storage tank incident".

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

CLOSURE, REMOVAL OR REPLACEMENT AMENDATORY ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 004
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TankSafe® Storage Tank Liability Insurance Policy

The "insured" and the Insurer hereby agree to the following changes to this Policy:

I. Section VI., EXCLUSIONS, of this Policy is hereby amended by addition of the following:

Out-of-Service or Replacement Tanks

"Claims", "remediation costs" or "legal defense expense" arising out of or related to "storage tank incidents" in any way involving a "covered aboveground storage tank" or "covered underground storage tank" first commencing after such "covered aboveground storage tank" or "covered underground storage tank" has been: **1)** closed-in place; or **2)** replaced, during the "policy period", unless the Insurer has been provided with prior written notice of such action in strict conformance with Section **VII., Reporting and Cooperation**, of this Policy, and the Insurer's intent to continue to provide prospective coverage for such "covered aboveground storage tank" or "covered underground storage tank" has been explicitly confirmed via endorsement to this Policy.

II. Section VII., Reporting and Cooperation, of this Policy is hereby amended by addition of the following:

Notice of Removal or Replacement

The "first named insured" must provide written notice to the Insurer of any "insured's" intent to repair, close-in-place, remove from service and/or replace any "covered underground storage tanks" or "covered aboveground storage tanks". Such notice must be provided to the Insurer at the address identified in Item **7.a.** no fewer than five (5) business days prior to the commencement date of any intrusive repair, closure-in-place, removal from service and/or replacement activities pertaining to the "covered underground storage tanks" or "covered aboveground storage tanks", and any operational system components thereof.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SIGNATURES

Named Insured Jefferson County			Endorsement Number 005
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


 REBECCA L. COLLINS, Secretary


 JOHN J. LUPICA, President

TERRORISM RISK INSURANCE ACT ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 006
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Terrorism Premium (Certified Acts of Terrorism): **\$0**

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the "insured" and the Insurer, hereby agree to the following Policy change(s):

- A.** With respect to any "hostile acts" or "terrorism" exclusions contained in this Policy, or attached to this Policy by endorsement, such exclusions do not apply to a "certified act of terrorism", as defined in Paragraph **C.**, below.
- B.** With respect to any one or more "certified acts of terrorism", the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act ("**TRIA**"), due to the application of any clause which results in a cap on the Insurer's liability for payments for terrorism losses.
- C.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to TRIA. The criteria contained TRIA for a "certified act of terrorism" include the following:
 - 1.** The act resulted in insured losses in excess of \$5 million attributable to all types of insurance subject to TRIA; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D.** Notwithstanding any coverage that may otherwise be afforded for punitive damages under this Policy, if any, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E.** The coverage afforded under this endorsement shall expire at the earlier of the following dates:
 - 1.** The end of the "policy period", as indicated on the Declarations; or
 - 2.** **December 31, 2020.**
- F.** The premium for "certified acts of terrorism" coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in TRIA. The federal program established by TRIA is scheduled to terminate at the end of December 31, 2020, unless extended by the federal government.

- G.** If this “policy period” extends beyond December 31, 2020, please note that the TRIA premium, above, is premised on the parties’ assumption that TRIA will later be extended through the end of the “policy period”, thereby mandating that Insurer make available coverage for “certified acts of terrorism” for the entire “policy period”. In the event that TRIA is not extended beyond December 31, 2020, or otherwise expires at some point during the “policy period”, the Insurer will refund the unearned portion of our TRIA premium to the insured on a pro-rata basis. In the event that new TRIA extension or replacement legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on December 31, 2020, the Insurer reserves the right to re-price and prospectively modify terrorism coverage to conform with the statutory requirements and risks presented by any such new legislation.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured Jefferson County			Endorsement Number 007
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year , the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Risk Insurance Act premium: \$0.

Authorized Representative



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.



NOTICE TO POLICYHOLDERS TEXAS

POLICY EXCLUSIONS

The Texas Department of Insurance requires that policies containing certain exclusions be specifically pointed out to our policyholders. In compliance with this provision, this notice is to advise you that one or more of the following exclusions may be attached to your policy by way of a specific policy endorsement. These are not all of the exclusions contained in your policy, and you are advised to read your policy and all of the attached endorsements carefully, and discuss any questions with your agent or a company representative. (Check all that apply).

- ☐ Asbestos Exclusion
- ☐ Employment Related Practices Exclusion
- ☐ Extremely Low Frequency / Electromagnetic Field (ELF/EMF) Exclusion
- ☐ Land Subsidence and Land Condemnation Exclusion
- ☐ Lead Exclusion
- ☐ Mold, Fungi or Bacteria Exclusion
- ☐ Pollution Exclusion
- ☐ Silica or Silica Dust Exclusion
- ☐ Tobacco Exclusion
- ☐ _____



Texas Notice – Information and Complaints

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1 (800) 352-4462

You may also write to the Company at:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

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:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact your 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.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

1 (800) 352-4462

Usted también puede escribir a la Compañía:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1 (800) 252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

TEXAS AMENDATORY ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 008
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TankSafeSM Storage Tank Liability Insurance Policy

The "insured" and the Insurer hereby agree to the following changes to this Policy:

I. Section III., DEFENSE AND SETTLEMENT, of this Policy is hereby amended by addition of the following:

The Insurer will notify the relevant "insured" in writing of:

1. An initial offer to compromise or settle a "claim made or a suit brought against such "insured" under this Policy. The notice shall be given within ten (10) days after the date on which the offer is made to the Insurer.
2. Any settlement of a "claim" made or a suit brought against such "insured" under this Policy. The notice shall be given within thirty (30) days after the date of the settlement.

II. Section VI., EXCLUSIONS, Subsection **M., War or Terrorism**, of this Policy is hereby deleted in its entirety and replaced with the following:

M. War or Terrorism

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion shall only apply if one or more of the following are attributable to the incident of "terrorism":

1. The total of insured damage to all types of property from related incidents of "terrorism" within a seventy-two (72) hour period exceed \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Insurer will include all insured damage sustained by property of all persons and entities affected by the related incidents of "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions;
2. Fifty or more persons sustain death or serious physical injury from related incidents of "terrorism" within a seventy-two (72) hour period. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death;
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ;
3. The incident of "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

4. The incident of "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that the incident of "terrorism" was effectuated in whole or in part to release such materials.

Paragraphs 1. and 2., immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this terrorism exclusion will apply to that incident. When the terrorism exclusion applies to an incident of "terrorism", there is no coverage under this Policy.

In the event of any incident of "terrorism" that is not subject to the terrorism exclusion, coverage does not apply to any "claims", "remediation costs" and "legal defense expenses" that are otherwise excluded under this Policy.

Multiple incidents of "terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

III. Section IX., GENERAL CONDITIONS, Subsection A., Cancellation, of this Policy is hereby deleted in its entirety and replaced with the following:

A. Cancellation and Nonrenewal

1. This Policy may be cancelled only by the "first named insured", or through the "first named insured's" agent, by mailing to the Insurer at the address listed in Item 7.b. of the Declarations, written notice stating when such cancellation shall be effective. In the event of cancellation by the "first named insured", the minimum earned Premium percentage indicated on the Declarations shall apply as of the date coverage is bound.
2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of Premium;
 - b. This Policy was issued because of fraud or material misrepresentation;
 - c. An increase in hazard within the control of an "insured" that would produce a rate increase;
 - d. The Insurer's loss of reinsurance for all or a part of the risk covered by the Policy; or
 - e. The Insurer is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver.

by mailing to the "first named insured", and, to the extent that address information for any other "named insureds" was provided to the Insurer at the time of underwriting this Policy, such other "named insureds", at the "first named insured's" or such "named insured's" last known address, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

3. If the Insurer decides not to renew this Policy, the Insurer will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the "first named insured" at least sixty (60) days prior to the expiration of this Policy. If notice is mailed later than sixty (60) days before the end of the "policy period", coverage shall remain in effect until sixty-one (61) days after the date on which the notice is mailed.

Any notice of nonrenewal will be mailed to the address listed in Item 7.b. of the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.

Earned premium for any period of coverage that extends beyond the end of the "policy period" due to untimely non-renewal shall be computed *pro rata* based on the expiring premium.

The Insurer shall not cancel or refuse to renew this Policy based solely on the fact that any "insured" is an elected official.

IV. Section IX., **GENERAL CONDITIONS**, Subsection I., **Jurisdiction and Venue**, and Subsection J., **Choice of Law**, of this Policy re hereby deleted in their entirety.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 009
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

ABOVEGROUND STORAGE TANKS AGGREGATE SUBLIMIT OF LIABILITY ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 010
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Aboveground Storage Tank Aggregate Sublimit of Liability: \$1,000,000

The Aboveground Storage Tank Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all "claims" and "remediation costs" arising out of "storage tank incidents" involving "aboveground storage tanks" to which this Policy applies. The Aboveground Storage Tank Aggregate Sublimit of Liability shall be subject to the Limits of Liability identified in Items **4.a**, **4.b**, and **4.d**. of the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of those Limits of Liability.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

UNDERGROUND STORAGE TANKS AGGREGATE SUBLIMIT OF LIABILITY ENDORSEMENT

Named Insured Jefferson County			Endorsement Number 011
Policy Symbol TSP	Policy Number G24665525 011	Policy Period 04/06/2019 to 04/06/2020	Effective Date of Endorsement 04/06/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Underground Storage Tank Aggregate Sublimit of Liability: \$1,000,000

The Underground Storage Tank Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all "claims" and "remediation costs" arising out of "storage tank incidents" involving "underground storage tanks" to which this Policy applies. The Underground Storage Tank Aggregate Sublimit of Liability shall be subject to the Limits of Liability identified in Items **4.a**, **4.b**, and **4.d**. of the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of those Limits of Liability.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

CHUBB®**TANKSAFE®****Storage Tank Liability
Insurance Policy****APPLICATION****Instructions:**

- Please type or print clearly.
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using the Applicant's letterhead and reference the applicable question number.
- Check Yes or No answers.
- This form must be completed, dated and signed by a principal of the Applicant.

Required Attachments:

- Copies of the Applicant's past two (2) years of audited financial statements and annual reports
- Summary of Environmental Site Assessments/Remediation (past, current, planned) ☒ (check if none)
- Storage Tank Inventory – By Location Document (Attachment I)
- Marina Questionnaire (Attachment II) ☐ (check if no marina exposure)

NOTICE TO APPLICANT: THE COVERAGE APPLIED FOR IS SOLELY AS STATED IN THE POLICY AND ANY ENDORSEMENTS ATTACHED THERETO. THE POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD.

1. Name of Applicant: Jefferson County

Principal Contact: Kim Isaacs E-mail Address: kisaacs@co.jefferson.tx.us

Mailing Address: 215 Franklin, Suite 202
Beaumont, TX 77701

Telephone #: 4098358672 Fax #: 409.835.8634

URL: http://www.co.jefferson.tx.us Date Established: 1837

The Applicant is: ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ LLC/LLP
☒ Other: County Government

Federal Employer Identification Number (FEIN): 746000291

2. Details of locations where the insured storage tanks are located:
(Continue on a separate sheet, if necessary.)

Company Name:	Street Address City, State Zip Code:	No. of USTs at this location	No. of ASTs at this location	Known Pre-existing Contamination Present?*	Facility Type**
As Per Schedule of Covered Storage Tanks					

- a. *If Yes, please provide details on a separate sheet. Include at a minimum:

- Prior Environmental Site Assessments (including date performed)
- Past, current, planned sampling/remediation, etc.

- b. **Facility Type: - Airport - Automobile/Other Motor Vehicle Facility
 - Convenience Store - Schools/Educational Services Facility
 - Gasoline Service Station - Petroleum Bulk Station/Terminal
 - Marina - Other (If "Other", please describe.)

3. Please complete the **Storage Tank Inventory – By Location** form as attached to this application. (If more than one location, please make duplicates of the inventory form and complete a separate form for each location.)

4. The Applicant's total gross revenues in the last filed tax return, excluding recovered expenses:

www.co.jefferson.tx.us/auditing/budget/annual_budget_2018-2019.pdf

\$ 105,718,300 [for the period ending: month 09 year 2018]

5. The Applicant's estimated gross revenues for the current fiscal year: \$ 110,291,321

6. Desired effective date of coverage: 04/06/2019

- a. Desired Retroactive Date: ☐ Policy Inception ☒ Other As per Schedule of Covered Storage Tanks

(In order to obtain retroactive coverage, you must provide copies of all prior policies for the corresponding time period.)

7. Limits of Liability and Deductible requested:

Limits of Liability:		Deductible:
Per Storage Tank Incident:	<u>\$1,000,000</u>	<u>\$25,000</u>
Aggregate:	<u>\$2,000,000</u>	(per Storage Tank Incident)
Aggregate Legal Defense Expense Limit:	<u>\$1,000,000</u>	

8. Were all of the Applicant's or any other party to the proposed insurance's storage tanks new at the time of installation? ☒ YES ☐ NO

9. Were any storage tanks included on the insured schedule installed more than thirty (30) years ago?(Twenty-five (25) years for tanks located in the state of Connecticut?) ☐ YES ☒ NO

10. Are any of the Applicant's or any other party to the proposed insurance's storage tanks located within one (1) mile of a body of water?
(If "Yes", please complete the **Marina Questionnaire** form as attached to this application.) ☒ YES ☐ NO
11. Are any of the Applicant's or any other party to the proposed insurance's facilities located in the State of Florida? ☐ YES ☒ NO
12. Are Single-Walled Storage Tanks (i.e., Bare Steel Tanks, Steel Tanks with Cathodic Protection, STIP ¾ Tanks or Tanks operating under ACT 100), with or without any form of tank lining, located at the Applicant's or any other party to the proposed insurance's facilities in the State of Florida? (Only applicable if Question 11. is answered "Yes") ☒ N/A ☐ YES ☐ NO
13. Within the past five (5) years has the Applicant purchased this type of insurance coverage?
(If "Yes", please provide information regarding any such coverage and all available loss information.) ☒ YES ☐ NO
14. Are there currently, or have there historically been, any hazardous, toxic, or regulated substances stored at any of the locations for which this application for insurance is being made other than these products: Gasoline, Diesel Fuel, Motor Oil, Fuel Oil, or Kerosene? ☐ YES ☒ NO
15. Were any tanks ever removed or closed in placed at the location(s) where the scheduled tanks are currently located? ☐ YES ☒ NO
- a. Will any scheduled storage tank(s) be removed, closed or upgraded at any of the facilities for which coverage is sought under this policy within the next eighteen (18) months? ☐ YES ☒ NO
16. Does the Applicant and any other parties to the proposed insurance maintain a Spill Prevention and Counter Control Plan with regard to any aboveground tanks for which coverage is sought? (If "Yes", please provide a copy of such plan.) ☐ N/A ☒ YES ☐ NO
17. Within the past five (5) years have there been any reportable spills of regulated substances, hazardous waste or any other pollutants, as defined by applicable environmental statutes or regulations, at the facility(ies) where the tanks the Applicant is seeking coverage for are located? ☐ YES ☒ NO
18. Within the past ten (10) years have any repairs or upgrades been performed on any tanks? ☐ YES ☒ NO
- a. Are all underground storage tanks compliant with 1998 regulations? ☐ N/A ☒ YES ☐ NO
19. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) been brought against the Applicant or any other party to the proposed insurance? ☐ YES ☒ NO
20. Does the Applicant or any other party to the proposed insurance have knowledge of pollution conditions at any of the proposed covered locations? ☐ YES ☒ NO
21. At the time of signing this application, is the Applicant or any other party to the proposed insurance aware of any circumstances that may reasonably be expected to give rise to a claim against any party to the proposed insurance? ☐ YES ☒ NO
22. Within the last five (5) years before the date of signing this application, has the Applicant, any of its affiliated entities, or any person or entity proposed to be an

insured filed or been the subject of any proceeding related to bankruptcy, receivership, and/or insolvency?

- 23.** At the time of signing this application, do the Applicant, any of its affiliated entities, or any person or entity proposed to be an insured either (a) intend to commence or (b) know of any plan or threat to commence any proceeding relating to bankruptcy, receivership, and/or insolvency, whether by or against one or more of them?

☐ YES ☒ NO

If "Yes" to Questions 14. through 23., above, provide a description of the information, claim, or circumstance.

****IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.***

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT IT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN SUBSIDIARIES, WILL STRICTLY FOLLOW ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR BACTERIA-RELATED OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, INCLUDING ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR BACTERIA-RELATED DUE DILIGENCE PROCEDURES OR PROTOCOLS FOR THE ACQUISITION, LEASE, OPERATION, MANAGEMENT OR MAINTENANCE OF ANY PROPERTIES, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE MOLD, FUNGI AND/OR LEGIONELLA PNEUMOPHILA COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT IT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN SUBSIDIARIES, WILL STRICTLY FOLLOW ANY LEAD-BASED PAINT OR ASBESTOS OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY SUCH COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE LEAD-BASED PAINT AND/OR ASBESTOS COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT ALL STATEMENTS MADE IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS THERETO, ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURER'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

NOTICE TO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ARKANSAS, LOUISIANA, RHODE ISLAND and WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly and willfully presents a false or fraudulent claim for payment for a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

NOTICE TO OHIO APPLICANTS: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: 1) by submitting an application, or 2) by filing a claim containing a false statement as to any material fact may be violating state law.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO TENNESSEE, VIRGINIA and WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Signature of Authorized Applicant

Print Name

Title

Date

Johnny Fontenot

Signature of Broker/Agent

McGriff, Seibels & Williams, Inc.

Print Name

January 28, 2019

Date

Tommy Ebner

Signed by Licensed Resident Agent
(Where Required By Law)

Facility No. 1 _____ of 9 _____

quote no. Q157253 _____

Facility Name: _____ Correctional Facility _____ No. of USTs at this facility: 2 _____

Address: 5030 Hwy 69 South _____ City: Beaumont _____ State: TX _____ ZIP: 77705 _____

Facility EPA ID #: 1 _____ (leave blank if not applicable)

Which form of Tank Maintenance/Record Keeping is utilized at this facility?

- ☐ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)
☐ Automatic Tank Gauging/Electronic Monitoring (ATG)

Do you have a Written Tank Management Plan for this Facility? ☐ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	Tank Construction	Tank Size (gallons)	Tank Contents
1	01/01/1991	<input checked="" type="checkbox"/> Double Walled <input type="checkbox"/> Fiberglass/Steel Clad <input type="checkbox"/> Steel w/ Cathodic Protection	6000	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other
2	01/01/1991	<input checked="" type="checkbox"/> Double Walled <input type="checkbox"/> Fiberglass/Steel Clad <input type="checkbox"/> Steel w/ Cathodic Protection	2500	<input type="checkbox"/> Unleaded <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 2 of 9

quote no. Q157253

Facility Name: SE Tx Regional Airport No. of ASTs at this facility: 4

Address: 4875 Parker Drive City: Beaumont State: TX USA

ZIP: 77705 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☒ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☐ **ALL OTHER FACILITY TYPES**

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	09/01/1999	20000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other
2	09/01/1999	15000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other
3	09/01/1999	15000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input checked="" type="checkbox"/> Other
2	04/06/2006	20000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 3 of 9

quote no. Q157253

Facility Name: Precinct 1 No. of ASTs at this facility: 1

Address: 20205 W Hwy 90 City: China State: TX USA

ZIP: 77613 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ **ALL OTHER FACILITY TYPES**

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	01/01/1991	4000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 4 of 9

quote no. Q157253

Facility Name: Precinct 2 No. of ASTs at this facility: 2

Address: 7759 Viterbo Road City: Beaumont State: TX USA

ZIP: 77705 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPES

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	07/01/1999	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other
2	07/01/1999	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 5 of 9

quote no. Q157253

Facility Name: Precinct 3 No. of ASTs at this facility: 2

Address: 5700 Jade Avenue City: Port Arthur State: TX USA

ZIP: 77640 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ **ALL OTHER FACILITY TYPES**

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	08/21/1992	3000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other
2	08/21/1992	5000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 6 of 9

quote no. Q157253

Facility Name: Precinct 4 No. of ASTs at this facility: 2

Address: 7780 Boyt Road City: Beaumont State: TX USA

ZIP: 77713 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ **ALL OTHER FACILITY TYPES**

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
2	01/01/1994	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unleaded <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other
1	01/01/1994	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 7 of 9

quote no. Q157253

Facility Name: Service Center No. of ASTs at this facility: 1

Address: Jerry Ware Drive City: Nederland State: TX USA

ZIP: 77701 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ **ALL OTHER FACILITY TYPES**

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	01/05/1990	12000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 8 of 9

quote no. Q157253

Facility Name: Sabine Pass Port Authority No. of ASTs at this facility: 1

Address: 5960 1st Avenue City: Sabine Pass State: TX USA

ZIP: 77655 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☒ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☐ **ALL OTHER FACILITY TYPES**

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ yes ☒ no

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	10/14/2008	8000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil	<input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

(use additional rows/pages as need)

Facility No. 9 of 9

quote no. Q157253

Facility Name: Sub Courthouse No. of ASTs at this facility: 1

Address: 525 Lakeshore Drive City: Port Authur State: TX USA

ZIP: 77640 Facility ID #: 1 (leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☐ **ALL OTHER FACILITY TYPES**

Do you have an SPCC for this Facility? ☒ yes ☐ no

Loss History Information for this Facility:

- ☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☒ yes ☐ no

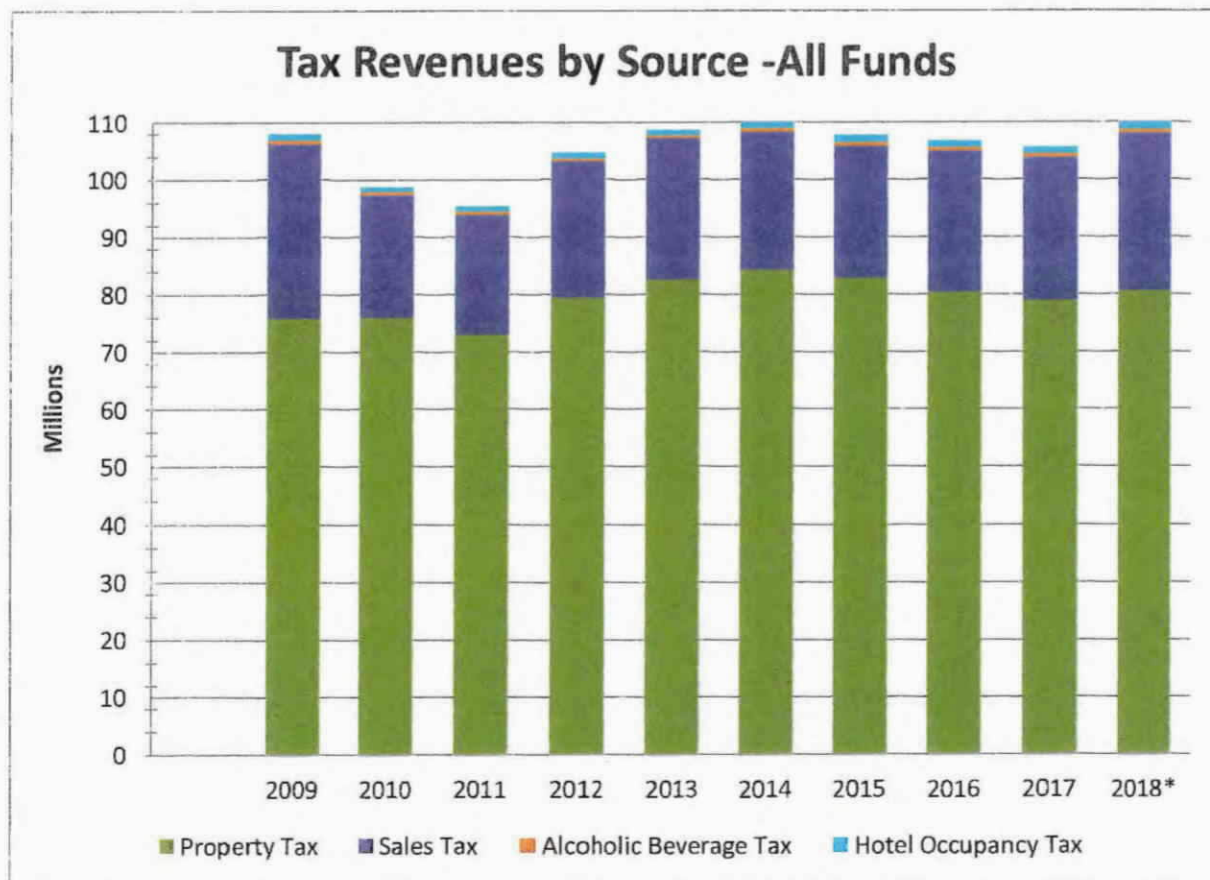
Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	07/01/2005	2000	<input type="checkbox"/> Permeable <input checked="" type="checkbox"/> Impermeable <input type="checkbox"/> None	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Jet/Aviation <input type="checkbox"/> Other

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TAX REVENUES BY SOURCE - ALL FUNDS
LAST TEN FISCAL YEARS

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

* Estimate for current year





January 28, 2019

Jefferson County
215 Franklin, Suite 202
Beaumont, TX 77701

RE: Storage Tank Liability
Quote # Q157253

Dear Kim:

We are pleased to offer the following coverage for your Storage Tank Liability policy to be effective on April 6, 2019.

McGriff, Seibels & Williams, Inc. makes every effort to provide you with coverage that is standard in the industry. However, we have been unable to secure a policy for you without a "Punitive Damage Exclusion". Punitive damages are awarded to an injured party with the intent of punishing the wrongdoer. The damages are awarded in addition to "actual" damages (i.e., property damage, bodily injury, loss of use, pain & suffering, medical bills, etc.).

By offering this policy McGriff, Seibels & Williams, Inc. makes no judgment concerning the availability of this coverage from other insurance companies and your signing this letter acknowledges your acceptance of this coverage exclusion.

Sincerely,

Susan Golla, CPCU, ARM, CRM

Marketing Account Executive

I acknowledge that my Storage Tank Liability policy contains a "Punitive Damage Exclusion" and request that the policy be issued with this exclusion.

Kim Isaacs

Date



Resolution

STATE OF TEXAS

COUNTY OF JEFFERSON

§
§
§

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 4th day of February, 2019, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

NATIONAL INCIDENT-BASED REPORTING SYSTEM GRANT

WHEREAS, The Commissioner's Court Of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Texas Conversion to the National Incident-Based Reporting System (NIBRS) Grant be operated for the 2019-2020 calendar year; and that this Grant does not require any matching funds.

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

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

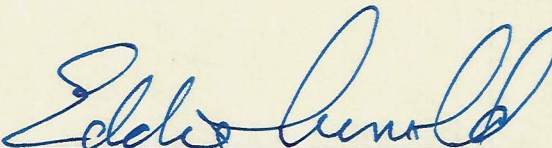
NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the Texas Conversion to the National Incident-Based Reporting System (NIBRS) to the Office of the Governor.

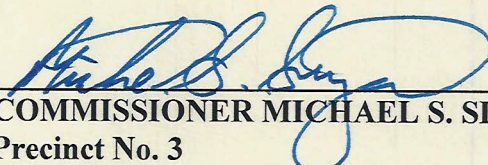
Signed this 4th of February, 2019.

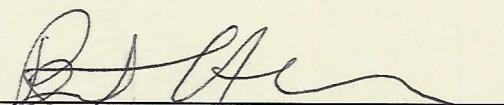
ABSENT

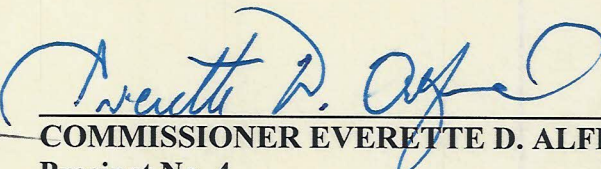
JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, February 04, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 04, 2019