

REGULAR, 4/8/2019 1:30:00 PM

BE IT REMEMBERED that on April 08, 2019, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF SCHAUBERGER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
April 08, 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
 April 08, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **08th** day of **April 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 **Regular** 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:

10:00 a.m.- WORKSHOP-To receive a presentation from the County Clerk regarding the possible implementation and creation for fiscal budget year 2019-2020 of an Election Administrator position to replace the County Clerk and Voter Registrar for all election duties regarding county and political subdivision elections.

11:00 a.m. - WORKSHOP: Presentation from Enterprise Fleet Management on savings analysis for Jefferson County for Fleet Vehicles.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Receive and file bid received for Invitation for Bid (IFB 19-016/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

SEE ATTACHMENTS ON PAGES 12 - 30

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve award, execute, receive and file contract for (RFP 18-044/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County with Tidal Basin Government Consulting, LLC.; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 31 - 37

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 19-002/YS), Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County with Lake County Chevrolet, and Mid County Automotive, Inc. as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 38 - 43

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

4. Consider and approve award, execute, receive and file a contract for Invitation for Bid (IFB 19-016/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division with The Dingo Group, LLC d/b/a Pete Jorgensen Marine, in the amount of \$175,850.00.

SEE ATTACHMENTS ON PAGES 44 - 87

Action: TABLED

COUNTY AUDITOR:

5. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for equipment repairs.

114-0405-431-4018	ROAD MACHINERY	\$42,000.00	
114-0405-431-3084	MINOR EQUIPMENT		\$1,500.00
114-0402-431-3079	CRUSHED STONE		\$40,500.00

SEE ATTACHMENTS ON PAGES 88 - 88

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

6. Consider and approve budget transfer - JP Pct.6 - additional cost for cameras and cable.

120-2047-412-3084	MINOR EQUIPMENT	\$1,700.00	
120-2047-412-5077	CONTRACTUAL SERVICE	\$500.00	
120-2047-412-4011	EQUIPMENT- MISCELLANEOUS		\$600.00
120-2047-412-4052	POSTAGE		\$500.00
120-2047-412-5062	TRAVEL EXPENSE		\$1,100.00

SEE ATTACHMENTS ON PAGES 89 - 90

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

7. Consider and approve budget transfer - Service Center - additional cost for fuel management system at the Port Arthur courthouse fuel tank.

120-8095-417-6024	FUEL STORAGE TANKS	\$12,587.00	
120-8095-417-3037	GASOLINE		\$12,587.00

SEE ATTACHMENTS ON PAGES 91 - 92

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 08, 2019

8. Receive and file Revised Single Audit for Jefferson County, Texas for the Fiscal Year Ended September 30, 2018.

SEE ATTACHMENTS ON PAGES 93 - 109

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

9. Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for April insurance reimbursement.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

10. Regular County Bills - check #457655 through checks #457918.

SEE ATTACHMENTS ON PAGES 110 - 119

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

11. Consider and possibly approve a Proclamation for Sexual Assault Awareness Month.

SEE ATTACHMENTS ON PAGES 120 - 120

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 08, 2019

12. Consider and possibly approve a Proclamation for National Crime Victims' Rights Week.

SEE ATTACHMENTS ON PAGES 121 - 121

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

13. Consider and possibly approve a Resolution for Alabama-Coushatta Tribe Economic Development.

SEE ATTACHMENTS ON PAGES 122 - 122

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

14. Consider, possibly approve, authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur for unsafe property located at 2906 13th St., Port Arthur, TX.

SEE ATTACHMENTS ON PAGES 123 - 126

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

15. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for Spring 2019 grant requests. (See attached list)

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

16. Consider, approve and receive and file corrected page 5 (paragraph 5 i) of the Tax Abatement Agreement between Jefferson County and Port Arthur LNG (“PALNG”) and PALNG Common Facilities Company, LLC (“PALNG CFC”) to correct ministerial mistake. (This is in accordance with Counsel for Sempra.)

SEE ATTACHMENTS ON PAGES 127 - 128

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

17. Consider and possibly approve a resolution authorizing publication of Notice of Intention to issue \$17,000,000 Tax and Revenue Certificates of Obligation; authorizing the distribution of Notice of Sale and Preliminary Official Statement relating to such Certificates; and containing other matter related thereto.

SEE ATTACHMENTS ON PAGES 129 - 132

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

18. Consider and possibly approve engaging Germer PLLC and Creighton, Fox, Johnson & Mills, PLLC as co-bond counsel for issuance of the \$17,000,000 Tax and Revenue Certificates of Obligation.

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

19. Consider and approve acceptance of sculpture regarding a Vietnam Veterans Memorial sculpture for the Ben J. Rogers Visitors Center from VVA Chapter. (Vietnam Veterans of America)

SEE ATTACHMENTS ON PAGES 133 - 136

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY TREASURER:

20. Receive and File Certificates for Jefferson County Treasurer, Charlie Hallmark, to verify completion of: (a) Mandatory County Treasurer Education Training required under Local Government Code 83.003 and, (b) Mandatory Public Funds Continuing Education Training required by Government Code 2256.008 also known as the Public Funds Investment Act.

SEE ATTACHMENTS ON PAGES 137 - 140

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

ENGINEERING:

21. Execute, receive and file Utility Permit 03-U-19 to SDT Solutions, LLC for the placement of fiber optics for Entergy in multiple locations: Rollins Road, Craigen Road, Patterson Road, Boondocks Road, Burrell-Wingate Road, Old Fannett Road, LaBelle Road and Blewette Road. This project is located in Precincts 2, 3, and 4.

SEE ATTACHMENTS ON PAGES 141 - 153

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

22. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Southwest Correctional d/b/a LaSalle Corrections and Chambers County for the housing of prisoners pursuant to Texas Government Code Chapter 791.

SEE ATTACHMENTS ON PAGES 154 - 164

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 08, 2019

23. Consider, possibly approve and authorize the County Judge to execute a Memorandum of Agreement between the Jefferson County Sheriff's Office and the United States Coast Guard (USCG) authorizing the Jefferson County Sheriff's Office to use USCG channels CG111 (162,3250 MHz), CGI 12 (163.0500) and CG 121 (163.3125) for matters pertaining to safety.

SEE ATTACHMENTS ON PAGES 165 - 168

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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

**Spring 2019
Grant Applicants
Recommendations**

	<u>Requested</u>	<u>Awarded</u>
1. The Fire Museum of Texas Permanent and Temporary Museum exhibits	<u>\$1,600</u>	<u>\$1,600</u>
2. Diamond Dynasty/2D Sports Lamar & McNeese 14U, 16U, 18U Championship	<u>Non-Bid Fee</u>	<u>\$500</u>
3. City of Beaumont CVB Ben J. Rogers Visitors Center billboard	<u>\$10,200</u>	<u>\$10,200</u>
4. Spindletop Gladys City Boomtown Museum Museum, events, programs and gift shop	<u>\$3,500</u>	<u>\$2,600</u>
5. Art Museum of SETX Fall 2019 and Winter 2019/2020 Show	<u>\$11,957.70</u>	<u>\$3,509</u>
6. Streetz Dance Convention and Competition Convention event, faculty and facility	<u>\$5,000</u>	<u>\$5,000</u>
7. Southeast Texas Arts Council SETX Art facilities Off Ramp magazine	<u>\$10,000</u>	<u>\$5,000</u>
8. Stars Over TX Softball Sabine River Rumble Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>
9. Stars Over TX Softball Gulf State Championship Wk#1 Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>
10. Stars Over TX Softball Gulf State Championship Wk#2 Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>
11. Stars Over TX Softball USFA Nationals at Night Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>
12. Stars Over TX Softball Fall Showcase Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>
13. Stars Over TX Softball War Between the States Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>

14. Stars Over TX Softball October Showcase Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>
15. Stars Over TX Softball Fall State Championship Tournament	<u>Non-Bid Fee</u>	<u>\$500</u>
16. Southeast Texas Baseball Academy Athletic	<u>\$9,375</u>	<u>\$9,375</u>
17. Port Arthur and Beaumont CVB Summer and Fall Winter Trade Shows	<u>\$14,875</u>	<u>\$14,875</u>
18. Texas Style Cool Autumn Nites Promotional materials for car show	<u>\$4,320</u>	<u>\$2,880</u>
19. East Texas Peace Officers Association 2019 ETPOA Training Conference	<u>\$1,610</u>	<u>\$1,610</u>
20. Magnolia Garden Club Regional conference being held in Beaumont	<u>\$7,075</u>	<u>\$5,000</u>
21. Port Arthur Historical Society AdTicker, advertisement for the Museum of G.C.	<u>\$8,000</u>	<u>\$5,000</u>
22. Beaumont Council of Garden Clubs Botanical Gardens Landscaping Garden Center Building Binks Horticultural Center Warren Loose Conservatory	<u>\$3,879</u>	<u>\$3,879</u>
23. Colonel George Moffett Chapter NSDAR Brochure printing	<u>\$1,262</u>	<u>\$500</u>
24. Beaumont Heritage Society Advertising for John Jay French Museum Advertising for the Chambers House	<u>\$4,000</u>	<u>\$2,700</u>
25. Diocese of Beaumont Unity Explosion X 2020 Conference	<u>\$1,429.79</u>	<u>\$1,430</u>
26. Mardi Gras Southeast Texas, Inc. Mardi Gras SETX, concerts, parades	<u>\$13,500</u>	<u>\$9,000</u>



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 19-016/JW
IFB Title: Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division
IFB Due: 11:00 am CT, Tuesday, April 2, 2019
Addendum No.: 3
Issued (Date): March 28, 2019

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

Reason for Issuance of this addendum:

-Revision to Bid Item # 3 Description (as follows):

Bid Item 3: Quantity of (4) Yamaha Gauges & Rigging Kits (or Equivalent) for Yamaha 300 HP Twin Engines (or Equivalent) as described in Bid Items 1 & 2.

To include: Fuel digital gauges, control boxes, fly by wire with at least 22' of cable.

-Revised Bid Form (See Page 2 of this Addendum)

-Viewing of Boats: *By Appointment Only*, Bidders may visit the Jefferson County Sheriff's Marine Division to view the boats that are to have the motor and rigging replacements. Please contact Danny Walker at 409-673-5075 or Deputy Russ Franklin at 409-893-1949.

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

G.M.

Title of Person Signing Above
THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE

Typed Name of Business or Individual

2414 11TH ST BEAUMONT TX
Address 77702.

Revised Bid Form – Addendum No. 3

Item	Description	Qty.	Unit Price	Total Price
1	Yamaha F300UCA Model 300 HP Outboard Motor or Equivalent	4	\$ <u>20075</u> . <u>00</u>	\$ <u>80300</u> . <u>00</u>
2	Yamaha LF300UCA Model 300 HP Outboard Motor or Equivalent	4	\$ <u>20374</u> . <u>00</u>	\$ <u>81496</u> . <u>00</u>

Item	Description	Qty.	Unit Price	Total Price
3	Yamaha Gauge & Rigging Kit (or Equivalent) for Yamaha 300 HP Twin Engines (or Equivalents) as described in Bid Items 1 & 2. To include: fuel digital gauges, control boxes, fly by wire with at least 22' of cable.	4	\$ <u>2873</u> . <u>50</u>	\$ <u>11494</u> . <u>00</u>
4	De-Rig Existing Yamaha Motors and Install New Motors	4	\$ <u>640</u> . <u>00</u>	\$ <u>2560</u> . <u>00</u>

Item	Description	Total Price
5	Commission Motors and Put Into Service (All Motors) Note: All work must be performed on-site at the Jefferson County Sheriff's Marine Division Hangar located at 4601 Airport 3rd Street, Beaumont, Texas 77705.	\$ <u>175850</u> . <u>00</u>

Acknowledgment of Addenda (if any):

Addendum 1

Date Received 03-12-2019

Addendum 2

Date Received 03-26-2019

Addendum 3

Date Received 03-28-2019

Bidder Shall Return Completed Form with Offer.



April 2, 2019

The Yamaha limited 3 year warranty does not cover on site service charges. We will continue to offer the county on site service at the hangar and dockside as we have in the past, with no charges for travel time and mileage.

Thank you for the opportunity to bid.

Sincerely,

A handwritten signature in black ink, appearing to be "Pete Jorgensen", is written over the word "Sincerely,".

**Pete Jorgensen Marine
24 N. 11th street
Beaumont, TX 77702
409.212.1005**

Bidder Information Form

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

Bid Name & Number: (IFB 19-016/JW) Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division

Bidder's Company/Business Name: THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE

Bidder's TAX ID Number: [REDACTED]

Contact Person: PETE JORGENSEN **Title:** G.M.

Phone Number (with area code): 409-2121005

Alternate Phone Number if available (with area code): 409-6584802

Fax Number (with area code): 409-2129681

Email Address: pete@jorgensenmarine.com

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

24 N 11TH ST
Address
BEAUMONT TX 77702
City, State, Zip Code

SAM # 537C1
DUNS # 783215176.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE
Company Name

For clarification of this offer, contact:

24 N 11TH ST
Address

PETE JORGENSEN
Name

BEAUMONT TX 7702
City State Zip

409-2121005 409-2129681
Phone Fax

[Signature]
Signature of Person Authorized to Sign

pete@jorgensenmarine.com
E-mail

PETE JORGENSEN
Printed Name

G.M.
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for Jefferson County Invitation for Bid (IFB 19-016/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

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. 19-016/JW, Replacement Outboard Motors and Riggings Kits for Jefferson County Sheriff's Marine Division. 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.

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: BOMAL CONTRACTORS LTD
 Address: 1020 LINDBERGH DR BEAUMONT TX 77707
 Contact Person and Title: HENRY GOSS PURCHASING MNG
 Phone: 409-8422125 Fax: _____
 Email Address: henry.goss@bomac.com Contract Period: 2005 - PRESENT
 Scope of Work: Supply & maintenance of boats and outboard motors

REFERENCE TWO

Government/Company Name: TEXAS PARKS & WILDLIFE
 Address: 601 CHANNELVIEW DR PORT ARTHUR TX 77642
 Contact Person and Title: _____
 Phone: 409-9831104 Fax: _____
 Email Address: _____ Contract Period: 2004 - PRESENT
 Scope of Work: Supply and maintenance of boats & outboard motors

REFERENCE THREE

Government/Company Name: TOTAL PETROCHEMICAL
 Address: P.O. Box 849
 Contact Person and Title: BEN SIMMONS MAINT SUPER.
 Phone: 409-9850586 Fax: _____
 Email Address: rc.pta-accounting@total.com Contract Period: 2007 - Present
 Scope of Work: Supply and maint of boats & outboard motors

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.

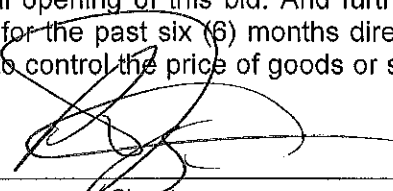
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes ☒ No ☐

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.

THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE
Bidder (Entity Name)


Signature

24N. 11TH ST
Street & Mailing Address

PETE JORGENSEN
Print Name

BEAUMONT TX 77702
City, State & Zip

04-01-2019
Date Signed

409-2121005
Telephone Number

409-2129681
Fax Number

pete@jorgensenmarine.com
E-mail Address

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; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</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. (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 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-top: 10px;"> _____ Name of Officer </div> <p style="font-size: small;">This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> 4 </div> <div style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </div> </div> <div style="width: 35%; text-align: center;"> <div style="font-size: 1.2em; font-family: cursive;">04-01-2019</div> _____ Date </div> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

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

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

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): YETE JORGENSEN

Title: G. m.

Signature:

Date: 04.01.2019

E-mail address: pete@jorgensenmarine.com

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

Name (print or type): PETE VORGENSEN

Title: *G. m.*

Date: 04-01-2019

E-mail address: pete@jorgensenmarine.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

- ☒ I certify that THE DINGO GROUP LLC dba PETE JORGENSEN MARINE [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.):	20-0624058
Company Name submitting bid/proposal:	THE DINGO GROUP LLC dba PETE JORGENSEN MARINE
Mailing address:	24N 11TH ST BEAUMONT TX 7702
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**
700000-000/324065-0000	24N 11TH ST BEAUMONT TX 7702
237302-000/000600-0000	24N 11TH ST " " "

* 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, PETE JORGENSEN, the undersigned representative of (company or business name) THE DINGO GROUP LLC dba PETE JORGENSEN MARINE (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

04-01-2019
Date

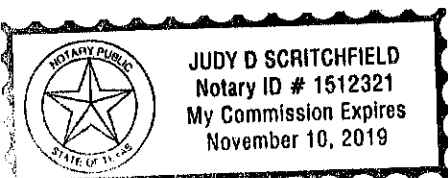
On this 1st day of April, 2019, personally appeared

Pete Jorgensen, 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

4/1/19
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.

THE DILGO GROUP LLC dba PETE JORGENSEN MARINE

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 TEXAS COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared Pete Jorgensen, who
(name)
after being by me duly sworn, did depose and say:

"I, PETE JORGENSEN, am a duly authorized officer of/agent
(name)
for THE DINGO GROUP LLC dba PETE JORGENSEN MARINE and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said THE DINGO GROUP LLC dba PETE JORGENSEN MARINE.
(name of firm)

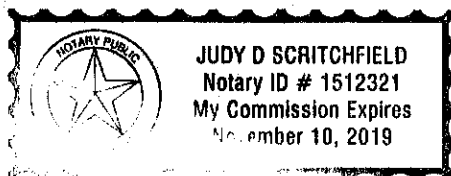
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly 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: THE DINGO GROUP LLC dba PETE JORGENSEN MARINE

Fax: 409-2129681 Telephone# 409-2121005
by: PETE JORGENSEN Title: G.M.
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
Pete Jorgensen on
this the 1st day of April, 2019.



Judy D. Scritchfield
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

This **Professional Services Agreement** ("Agreement") is dated April 8, 2019 by and between **Tidal Basin Government Consulting, LLC**, ("Consultant"), with offices at **126 Business Park Drive, Utica, NY 13502**, and the undersigned **Jefferson County** (referred to herein as the "Client") with offices at **1149 Pearl Street, 1st Floor, Beaumont, Texas 77701**. In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for two (2) years, expiring on April 8, 2021. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written task order executed by both parties.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as Exhibit B. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Client by reason of or in connection with the appointment of Consultant to perform the Scope of Services under this Agreement; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from the gross negligence or willful misconduct of the Client. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding.

9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$1,000,000 combined single limit
Professional Liability:	\$1,000,000 per claim and in the aggregate

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to litigation under Section 20 (C).

17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	Jefferson County Purchasing Department
Attention:	Yea-Mai Sauer
Address:	1149 Pearl Street
	1 st Floor
	Beaumont, Texas

	Tidal Basin Government Consulting, LLC.
Consultant:	
Attention:	Greg Raab
Address:	126 Business Park Drive
	Utica, New York 13502

20. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

D. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business for purposes of inspection, reproduction and audit without restriction.

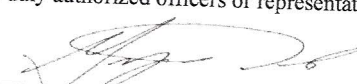
E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.



Jefferson County


Tidal Basin Government Consulting, LLC.

By: Jeff Branick
As its: County Judge
Date: April 8, 2019

By: Greg Raab
As its: Vice President
Date: April 1, 2019

ATTEST:


Carolyn L. Guidry, County Clerk



SCHEDULE A – “Scope of Work”

SCOPE OF SERVICES

Tidal Basin will provide Jefferson County with services designed to help maximize FEMA funding, expedite the process and retain the funds during project closeout and audit. The following bullets present the services available under this engagement:

Grant Management Tasks:

- Provide general grant management advice
- Assist in the development of a disaster-recovery team
- Assist in the development of a comprehensive recovery strategy
- Provide advice to the disaster-recovery team as appropriate and participate in meetings
- Prepare draft correspondence to the State and to FEMA as necessary

Eligibility Tasks:

- Review eligibility issues, and work with Jefferson County to develop justifications to FEMA and the State
- Attend meetings with Jefferson County, State and FEMA to negotiate individual Project Worksheets as needed
- Assist Jefferson County departments with compiling and summarizing Category A through G costs for FEMA and the State
- Assist Jefferson County to prepare Project Worksheets for small and large projects based upon information provided by the departments
- Provide oversight to departments having difficulty with their applications
- Assist in determining if all eligible damages have been properly quantified and presented to inspectors/Project Officers
- Work with Jefferson County to resolve disputes that may arise
- If Jefferson County disagrees with FEMA determinations, assist to strategize and write the appeals
- When Jefferson County has completed all projects and drawn down reimbursement for all eligible costs; assist with preparations for State/FEMA final inspections and audits, and also participate in exit conferences with State/FEMA

Allowability Tasks:

- Assist Jefferson County in developing an approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared by departments
- Assist in capturing and summarizing eligible costs for selected departments
- Meet requirements of Direct Administration Cost (DAC) claim in a format approved by FEMA for reimbursement
- Work with Jefferson County to insure compliance is met with Federal regulations and FEMA policies, including Federal procurement regulations

Engagement Management Tasks:

- Prepare program management plan
- Attend status meetings
- Prepare invoices and supporting documentation

SCHEDULE B – “Fee Structure”

Pricing (Unburdened Rates)

Price Based on Percentage of Insurance Proceeds Recovered from Insurance Companies

We would like to stress that our intention is to provide professional assistance to the County from an advocacy position, to document, support, expedite and insure the best possible claim recovery. Tidal Basin proposes to provide public adjusting services on a contingency basis. The benefits to the County of using an incentive-based fee are (1) there are no out-of-pocket expenses, thereby increasing cash flow at a time when revenues are reduced, and (2) it allows our team to earn our fees based on our success.

Our fee for service is seven (7%) percent of the net recovery after deductible. Tidal Basin will absorb all expenses related to the preparation and presentation of the claim. This does not include any legal fees, should they become necessary. Our fee is due when the insurance proceeds are disbursed. Of note is the fact that our 7% public adjuster fee is well below the industry standard. In most states, the fee is 10% during disasters. However, in Florida, for example, there is assessed a 20% fee for public adjusters by law for non-emergency situations. We take pride in bringing these cost savings to the County.

Price Based on Cost to Administer FEMA Project Worksheets

Tidal Basin proposes an hourly rate and monthly invoicing. Our compensation will be a function of the type of expertise provided to the County based on the tasks requested by the County and as generally outlined under this proposal.

The following table presents Tidal Basin’s FEMA-related professional services rates by position. These rates do not include expenses, which will be billed separately and will include airfare, transportation, lodging, meals and incidentals, billed to the County at cost. To simplify billings, we are agreeable (and prefer) to establishing per diems that are agreeable to the both the County and our team if they accurately reflect the current economic conditions.

Unburdened Rates

<u>Position</u>	<u>Hourly Rate</u>
Project Manager.....	\$225
Senior Consultant	\$185
Consultant.....	\$165
Specialist.....	\$155
Specialist II.....	\$125
Admin.....	\$75

Professional fees will be invoiced monthly. Because of Tidal Basin’s timekeeping system, some invoices may be for periods of less or more than thirty days. As this is a time-and-expense engagement, the County can decide which tasks Tidal Basin will assist with. Consequently, the overall cost of this engagement is always subject to the County’s desired level and length of Tidal Basin’s service. Tidal Basin will provide weekly progress reports to the County as appropriate. These reports will serve as the support for bi-weekly progress invoicing.

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:

LAKE COUNTRY CHEVROLET

For clarification of this offer, contact:

Company Name

2152 N. WHEELER ST.

Address

RICK BROWN

Name

JASPER, TX 75951-2446

City

State

Zip

Phone

Fax

Robert C. Swan

Signature of Person Authorized to Sign

E-mail

ROBERT C. SWAN

Printed Name

FLEET DIRECTOR

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

April 8, 2019
Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

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:

Mid-County Automotive, Inc
Company Name

For clarification of this offer, contact:

8181 Memorial Blvd
Address

Rick Danna
Name

Port Arthur Tx 77646
City State Zip

(409) 420-1546 (409) 985-6261
Phone Fax

[Signature]
Signature of Person Authorized to Sign

rdanna@midcountycdjr.com
E-mail

Rick Danna
Printed Name

Commercial/Fleet Mgr.
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.

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Countersigned:

Jeff R. Branick
County Judge

Date

April 8, 2019

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

ATTACHMENT A

IFB 19-002/YS

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

Item	Description	Vendor	Brand, Make, Model, Warranty	Delivery Time	Price
1A	Pick Up, 1/2 Ton, Regular Cab, 2-Wheel Drive	Mid County Automotive, Inc.	Ram, 1500 Regular Cab 2WD, ARO 60-75 days, 36 mos/36,000 miles basic, 60 mos/60,000 miles power train, 60 mos/unlimited miles corrosion, 36 mos/36,000 miles federal emissions comp, 96 mos/80,000 miles major emissions comp	ARO 60-75 days	\$20,369.00
1B	Pick Up, 1/2 Ton, Extended Cab, 2-Wheel Drive	Mid County Automotive, Inc.	Ram 1500 Quad Cab 2WD, ARO 60-75 days, 36 mos/36,000 miles basic, 60 mos/60,000 miles power train, 60 mos/unlimited miles corrosion, 36 mos/36,000 miles federal emissions comp, 96 mos/80,000 miles major emissions comp	ARO 60-75 days	\$21,841.00
1C	Pick Up, 1/2 Ton, Crew Cab, 2-Wheel Drive	Mid County Automotive, Inc.	Ram 1500 Crew Cab 4WD, ARO 60-75 days, 36 mos/36,000 miles basic, 60 mos/60,000 miles power train, 60 mos/unlimited miles corrosion, 36 mos/36,000 miles federal emissions comp, 96 mos/80,000 miles major emissions comp	ARO 60-75 days	\$23,929.00
1D	Pick Up, 1/2 Ton, Crew Cab, 4-Wheel Drive	Mid County Automotive, Inc.	Ram, 1500 Crew 4WD, ARO 60-75 days, 36 mos/36,000 miles basic, 60 mos/60,000 miles power train, 60 mos/unlimited miles corrosion, 36 mos/36,000 miles federal emissions comp, 96 mos/80,000 miles major emissions comp	ARO 60-75 days	\$26,148.00

2A	Full Size Van, 15-Passenger, Extended, 2- Wheel Drive	Lake Country Chevrolet	\$27,028.00 2019 Chevy Express 3500 Passenger Van, CG33706-Express Ext. Pass Van 15 Pass, ARO 90 days (production permitting), 3ys/36,000 miles bumper to bumper, 5yrs/100,000 mile power train	ARO 90 days	\$27,028.00
3A	Utility Vehicle, 2- Wheel Drive, V6 Engine	Lake Country Chevrolet	2019 Chevy Traverse 4X2, INB56-Traverse-LS, ARO 90 days (production permitting), 3yrs/36,000 mile bumper to bumper, 5yrs/100,000 miles power train	ARO 90 days	\$24,765.00
3B	Utility Vehicle, AWD, V6 Engine	Lake Country Chevrolet	2019 Chevy Traverse AWD, INV56-Traverse AWD, ARO 90 days, 3yrs/36,000 miles bumper to bumper, 5yrs/100,000 miles power train	ARO 90 days	\$26,442.00

Lake Country Chevrolet

2152 N. Wheeler Street

Jasper TX 75951

attn: Ken Durbin

Kdurbin.silsbeefleet@gmail.com

ph: 409-284-1009 or 409-656-1555

fx: 409-895-3884

Mid County Automotive, Inc.

8181 Memorial Boulevard

Port Arthur TX 77640

attn: Rick Danna

rdanna@midcountycdjr.com

ph: 409-420-1546

fx: 409-985-6261



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

March 4, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-016/JW, Replacement Outboard Motors and Rigging Kits 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 three (3) 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: Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division

BID NO: IFB 19-016/JW

DUE DATE/TIME: 11:00 AM CT, Tuesday, April 2, 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 Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@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 – March 6, 2019 & March 13, 2019

IFB 19-016/JW

**Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division**

Bids due: 11:00 AM CT, Tuesday, April 2, 2019

Table of Contents

Table of Contents	1
Instructions to Bidders	2
General Conditions of Bidding and Terms of Contract	6
Special Requirements/Instructions	16
Minimum Specifications	20
Bidder Information Form	24
Offer to Contract Form	25
Acceptance of Offer Form	26
Bid Form	27
Vendor References	28
Signature Page	29
Conflict of Interest Questionnaire	30
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY)	31
Good Faith Effort Determination Checklist	32
Notice of Intent	33
HUB Subcontracting Participation Declaration Form	34
Residence Certification/Tax Form	38
House Bill 89 Verification	39
Senate Bill 252 Certification	40
Bid Affidavit	41

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) 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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 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 a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 Three (3) 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 Jamey West, Assistant Purchasing Agent via e-mail at: jwest@co.jefferson.tx.us or phone at 409-835-8593, regarding any questions or comments. Please reference bid number IFB 19-016/JW.

Scope

Jefferson County is soliciting bids for Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids)

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders Submitting Bids for Alternate/Equivalent Items:

► Bidders may submit bids on alternate/equivalent items, but **MUST** attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

► Bidders offering alternate/equivalent items **MUST ALSO** submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders Submitting Bids for Exact Make/Model as specified:

► Bidders offering the exact make/model as specified, **MUST** attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Bid Item 1:**Quantity of (4) Yamaha F300UCA Model 300 HP Outboard Motors or Equivalent**

Type:	Outboard Motor
Year:	Current
Model:	300 HP Four Stroke V6 4.2L Offshore
Model Number:	F300UCA
Series:	Four Stroke V6 4.2L Offshore
HP:	300
Engine Type:	V6 (60°)
Displacement:	4.2L (254 ci)
Bore x Stroke:	96 x 96mm (3.78 x 3.78 in)
Prop Shaft Horsepower:	300hp at 5500 rpm (F/LF300)
Compression Ratio:	10.3
Fuel/Induction System:	DOHC Fuel Injection VCT
Exhaust:	Through Propeller
Intake:	Single Throttle Valve
Ignition System:	TCI Micro Computer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	70 Amp
Starting System:	Electric
Lubrication:	Wet Sump
Engine Oil Capacity:	6.3L/6.0L w/with filter
Full Throttle RPM Range:	5000-6000
Cooling:	Water/Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10-Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(21
Gear Shift:	Forward, Neutral, Reverse
Shaft Length:	30"
Degree of Tilt:	67°
Degree of Trim:	-3° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	571 lbs
Mounting Centers:	28.6"
Steering Angle (maximum):	32° from center, either direction
Rotation:	Standard (Right)

Bid Item 2:**Quantity of (4) Yamaha LF300UCA Model 300 HP Outboard Motors or Equivalent**

Type:	Outboard Motor
Year:	Current
Model:	300 HP Four Stroke V6 4.2L Offshore
Model Number:	LF300UCA
Series:	Four Stroke V6 4.2L Offshore
HP:	300
Engine Type:	V6 (60°)
Displacement:	4.2L (254 ci)
Bore x Stroke:	96 x 96mm (3.78 x 3.78 in)
Prop Shaft Horsepower:	300hp at 5500 rpm (F/LF300)
Compression Ratio:	10.3
Fuel/Induction System:	DOHC Fuel Injection VCT
Exhaust:	Through Propeller
Intake:	Single Throttle Valve
Ignition System:	TCI Micro Computer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	70 Amp
Starting System:	Electric
Lubrication:	Wet Sump
Engine Oil Capacity:	6.3L/6.0L w/with filter
Full Throttle RPM Range:	5000-6000
Cooling:	Water/Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10-Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(21
Gear Shift:	Forward, Neutral, Reverse
Shaft Length:	30"
Degree of Tilt:	67°
Degree of Trim:	-3° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	571 lbs
Mounting Centers:	28.6"
Steering Angle (maximum):	32° from center, either direction
Rotation:	Counter (Left)

Bid Item 3:

Quantity of (2) DEC Rigging Kits (Part Number: 6X6-OE83C-00-00) or Equivalent

Single/Twin Engine Kit w/ 1 Information Station Display.

Note: Control to be paired with these kits is Model CL-2MA.

Bid Item 4:

Quantity of (2) De-Rig of Existing Yamaha Motors and Installation of New Motors

Bid Item 5:

Commission Motors and Put Into Service (All Motors)

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Bidder Information Form

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

Bid Name & Number: (IFB 19-016/JW) Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division

Bidder's Company/Business Name: THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE

Bidder's TAX ID Number: [REDACTED]

Contact Person: PETE JORGENSEN Title: G.m

Phone Number (with area code): 409-2121005

Alternate Phone Number if available (with area code): 409-6584802

Fax Number (with area code): 409-2129681

Email Address: pete@jorgensenmarine.com

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

24 N 11TH ST
Address
BEAUMONT TX 77702
City, State, Zip Code

SAM # 537C1
DUNS # 783215176.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE
Company Name

For clarification of this offer, contact:

24 N 11TH ST
Address

PETE JORGENSEN
Name

BEAUMONT TX 7702
City State Zip

409-2121005 409-2129681
Phone Fax

[Signature]
Signature of Person Authorized to Sign

pete@jorgensenmarine.com
E-mail

PETE JORGENSEN
Printed Name

G. M
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for Jefferson County Invitation for Bid (IFB 19-016/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

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. 19-016/JW, Replacement Outboard Motors and Riggings Kits for Jefferson County Sheriff's Marine Division. 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.



JEFFERSON COUNTY, TEXAS

PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 19-016/JW

IFB Title: Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division

IFB Due: 11:00 am CT, Tuesday, April 2, 2019

Addendum No.: 3

Issued (Date): March 28, 2019

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

Reason for Issuance of this addendum:

-Revision to Bid Item # 3 Description (as follows):

Bid Item 3: Quantity of (4) Yamaha Gauges & Rigging Kits (or Equivalent) for Yamaha 300 HP Twin Engines (or Equivalent) as described in Bid Items 1 & 2.

To include: Fuel digital gauges, control boxes, fly by wire with at least 22' of cable.

-Revised Bid Form (See Page 2 of this Addendum)

-Viewing of Boats: *By Appointment Only*, Bidders may visit the Jefferson County Sheriff's Marine Division to view the boats that are to have the motor and rigging replacements. Please contact Danny Walker at 409-673-5075 or Deputy Russ Franklin at 409-893-1949.

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

G.M.

Title of Person Signing Above
THE DINGO GROUP LLC dba

PETE JORGENSEN MARINE

Typed Name of Business or Individual

2414 11TH ST BEAUMONT TX
Address 77702

Revised Bid Form – Addendum No. 3

Item	Description	Qty.	Unit Price	Total Price
1	Yamaha F300UCA Model 300 HP Outboard Motor or Equivalent	4	\$ <u>20075</u> . <u>00</u>	\$ <u>80300</u> . <u>00</u>
2	Yamaha LF300UCA Model 300 HP Outboard Motor or Equivalent	4	\$ <u>20374</u> . <u>00</u>	\$ <u>81496</u> . <u>00</u>

Item	Description	Qty.	Unit Price	Total Price
3	Yamaha Gauge & Rigging Kit (or Equivalent) for Yamaha 300 HP Twin Engines (or Equivalents) as described in Bid Items 1 & 2. To include: fuel digital gauges, control boxes, fly by wire with at least 22' of cable.	4	\$ <u>2873</u> . <u>50</u>	\$ <u>11494</u> . <u>00</u>
4	De-Rig Existing Yamaha Motors and Install New Motors	4	\$ <u>640</u> . <u>00</u>	\$ <u>2560</u> . <u>00</u>

Item	Description	Total Price
5	Commission Motors and Put Into Service (All Motors) Note: All work must be performed on-site at the Jefferson County Sheriff's Marine Division Hangar located at 4601 Airport 3rd Street, Beaumont, Texas 77705.	\$ <u>175850</u> . <u>00</u>

Acknowledgment of Addenda (if any):

Addendum 1

Date Received 03-12-2019

Addendum 2

Date Received 03-26-2019

Addendum 3

Date Received 03-28-2019

Bidder Shall Return Completed Form with Offer.



April 2, 2019

The Yamaha limited 3 year warranty does not cover on site service charges. We will continue to offer the county on site service at the hangar and dockside as we have in the past, with no charges for travel time and mileage.

Thank you for the opportunity to bid.

Sincerely,

A handwritten signature in black ink, appearing to be "Pete Jorgensen", written over a horizontal line.

**Pete Jorgensen Marine
24 N. 11th street
Beaumont, TX 77702
409.212.1005**

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: BOMAL CONTRACTORS LTD
 Address: 1020 LINDBERGH DR BEAUMONT TX 77707
 Contact Person and Title: HENRY GOSS PURCHASING MNG
 Phone: 409-8422125 Fax: _____
 Email Address: henry.goss@bomac.com Contract Period: 2005 - PRESENT
 Scope of Work: Supply & maintenance of boats and outboard motors

REFERENCE TWO

Government/Company Name: TEXAS PARKS & WILDLIFE
 Address: 601 CHANNELVIEW DR PORT ARTHUR TX 77642
 Contact Person and Title: _____
 Phone: 409-9831104 Fax: _____
 Email Address: _____ Contract Period: 2004 - PRESENT
 Scope of Work: Supply and maintenance of boats & outboard motors

REFERENCE THREE

Government/Company Name: TOTAL PETROCHEMICAL
 Address: P.O. Box 849
 Contact Person and Title: BEN SIMMONS MAINT SUPER.
 Phone: 409-9850586 Fax: _____
 Email Address: rc.pta-accounting@total.com Contract Period: 2007 - Present
 Scope of Work: Supply and maint of boats & outboard motors

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.

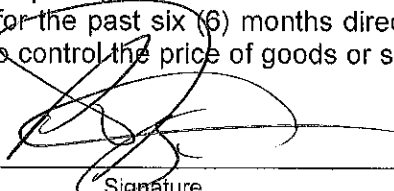
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes ☒ No ☐

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.

THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE
Bidder (Entity Name)


Signature

24N. 11TH ST
Street & Mailing Address

PETE JORGENSEN
Print Name

BEAUMONT TX 77702
City, State & Zip

04-01-2019
Date Signed

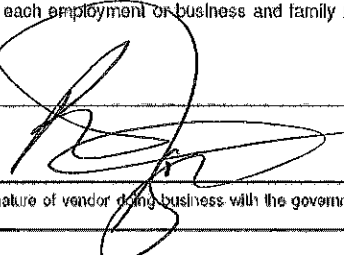
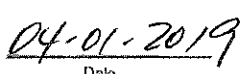
409-2121005
Telephone Number

409-2129681
Fax Number

pete@jorgensenmarine.com
E-Mail Address

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; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</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. (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 style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. </div> <div style="text-align: center; margin-top: 10px;"> _____ Name of Officer </div> <p style="margin-top: 10px;">This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> 4  Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: right;">  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, 24th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </p>	

Adopted 8/7/2013

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 1 OF 4

This information must be submitted with your bid.

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

☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street	City	State	Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
_____	_____	_____	_____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

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): YETE JORGENSEN

Title: G. m.

Signature: _____

Date: 04-01-2019

E-mail address: pete@jorgensenmarine.com

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

Name (print or type): PETE VORGENSEN

Title: G. m.

Date: 04-01-2019

E-mail address: pete@jorgensenmarine.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- ☒ I certify that THE DINGO GROUP LLC dba PETE JORGENSEN MARINE [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.):	20-0624058
Company Name submitting bid/proposal:	THE DINGO GROUP LLC dba PETE JORGENSEN MARINE
Mailing address:	24N 11TH ST BEAUMONT TX 7702
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**
700000-000/324065-0000	24N 11TH ST BEAUMONT TX 7702
237302-000/000600-0000	24N 11TH ST " " "

* 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, PETE JORGENSEN, the undersigned representative of (company or business name) THE DINGO GROUP LLC dba PETE JORGENSEN MARINE (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

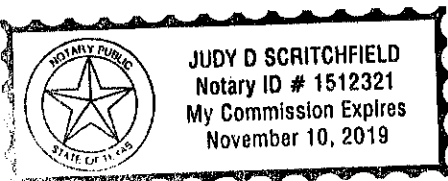
04-01-2019
Date

On this 1st day of April, 2019, personally appeared

Pete Jorgensen, 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
4/1/19
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.

THE DILGO GROUP LLC dba PETE JORGENSEN MARINE

Company Name

IFB 19-016/JW

IFB/RFP/RFQ number

Certification check performed by:

James West

Purchasing Representative

April 4, 2019

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 TEXAS COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared Pete Jorgensen, who
(name)
after being by me duly sworn, did depose and say:

"I, PETE JORGENSEN am a duly authorized officer of/agent
(name)
for THE DINGO GROUP LLC dba PETE JORGENSEN MARINE and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said THE DINGO GROUP LLC dba PETE JORGENSEN MARINE.
(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."

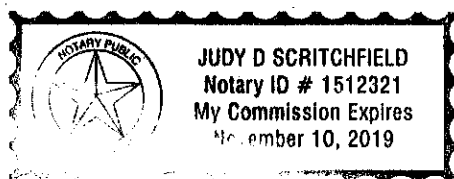
Name and address of bidder: THE DINGO GROUP LLC dba PETE JORGENSEN MARINE

Fax: 409-212-9681 Telephone# 409-212-1005
by: PETE JORGENSEN Title: E.M.
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named Pete Jorgensen on

this the 15th day of April, 2019.



Judy D. Scritchfield
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

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

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everett Alfred
DATE: April 3, 2019
RE: **Transfer Funds – Out of Series**

Please transfer **\$1,500** from account # 114-0405-431.30-84 (Minor Equipment) into account # 114-0405-431.40-18 (Road Machinery); and

Please transfer **\$40,500** from account # 114-0402-431-30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

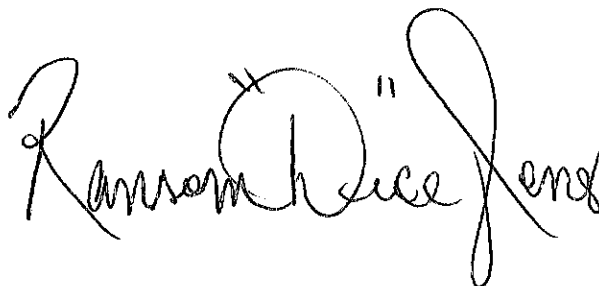
EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: JUDGE JONES
SUBJECT: BUDGET TRANSFER
DATE: MARCH 19, 2018

The following budget transfer for the JP Pct. 6 is necessary for additional cost for cameras and cable.

120-2047-412-3084	Minor Equipment	\$1,700
120-2047-412-5077	Contractual Services	\$ 500
120-2047-412-4011	Equipment Miscellaneous	\$ 600
120-2047-412-4052	Postage	\$ 500
120-2047-412-5062	Travel	\$1,100





Licensed by the State
Fire Marshal's Office
ACR-1832199
ECR-2093719

Licensed by the
Texas Private
Security Bureau
B-16085

6950 College Street
Suite A
Beaumont, Texas 77707

Office: (409) 860-1616
www.TriangleComputer.com

March 13, 2019

Jefferson County Judge Jones
1225 Pearl #118
Beaumont, TX 77701

Judge Jones,

Triangle is pleased to present this proposal for camera system at your office. We will install a camera and a microphone on the lobby side and receptionist side of the office. The recorder will be in your office. The following is a list of equipment to be installed.

- 2 – IP Cameras, 2.8-12mm, Auto Focus
- 2 – Ceiling Mounted Microphones
- 1 – NVR, 4 channel, 4TB Hard Drive
- 1 – PoE Switch

The cost for material and labor is \$2,380.00.

Qualifications

- All work to be done during normal business hours Monday-Friday 8am-5pm.
- Owner to provide any and all high voltage power needed.
- Three Year Parts and Labor Warranty.

Please feel free to contact me on my cell, 409-651-4485 if you have any concerns or questions. I appreciate the opportunity to be of service to you.

Regards,

Dee Lane

Sales Manager

Sign here for Acceptance:

Date:

3/25/2019

Microsoft
CERTIFIED
Partner

Honeywell
SECURITY
AUTHORIZED
FIRE AND SECURITY
PRODUCTS DEALER

CISCO SYSTEMS

Registered
Partner

infinias
CERTIFIED PARTNER

NEC
Double Diamond
AUTHORIZED DEALER

ACTi
Connecting Vision
GOLD PARTNER

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Monday, April 1, 2019 3:34 PM
To: Fran Lee
Subject: budget amendment
Attachments: MX-M465N_20190401_133353.pdf

Importance: High

I would like move 12,586.50 from account 120-8095-417-30-37 to 120-8095-417-60-24 to replace the old key fuel management system at the sub-courthouse fuel tank.

There has been some inconsistencies with the fuel usage. The proximity reader will help with the inconsistencies of fuel usage and keep track of who is using fuel or the misuse of fuel.

Mark Bernard and Patricia Moody are aware that there is no fault in the calibration of the dispenser. Please advise so that I can have a response for Commissioner Sinegal. Thank you

*Jose L. Zurita Jr.
Director of Service Center
7789 Viterbo Rd.
Nederland, Tx 77627
409-719-5937*

*** CONFIDENTIAL ***



CORPORATE OFFICE
 PO Box 2346
 McAllen, TX 78502-2346
 Ph: (956) 686-9582
 Fax: (956) 686-0070
 www.petrolemsolutionsinc.com
 Registration Numbers: CRPD00821, RCAS00148

PROPOSAL AND AGREEMENT FORM

PSI QUOTE #: 10-LF-FWE9883-2

DATE: 4/1/2019

PURCHASER: JEFFERSON COUNTY [Tax Exempt]

CONTACT NAME: Commissioner Michael Sinegal

ADDRESS: 1149 Pearl St.

CITY, STATE ZIP: Beaumont, TX 77701

PHONE NUMBER: 409-835-8500

CELL PHONE: 409-960-1380

FAX NUMBER:

EMAIL: msinegal@co.jefferson.tx.us

PSI ACCOUNT #: jzurila@co.jefferson.tx.us

PSI REPRESENTATIVE Lynn Fazlo

Local PSI
 Contact
 Information:

2484 W. Cardinal Dr., Beaumont, TX 77705 (409) 842-0007

WORK TO BE
 PERFORMED AT: PRECINCT 3 - SUB COURTHOUSE

ADDRESS: 525 Lakeshore Dr.

CITY, STATE, ZIP: Port Arthur, Texas 77642

REFINER ID:

OPW FUEL CONTROL SYSTEM

PROGRAM TERMS: BUY BOARD PRICING [Contract# 510-16]

BUY BOARD PRICES: OPW = 10% Discount

Ship To: PSI BEAUMONT

Petroleum Solutions, Inc. (hereinafter "Seller") agrees to furnish the materials and if requested labor to complete the work described below and incorporated herein by reference, subject to the general terms and conditions described below, in this agreement:

QTY	DESCRIPTION	MFG P/N	LIST \$	UNIT PRICE	EXTENSION
1	PV-PRO BASE PACKAGE	PV-PRO	\$7,250.00	\$6,525.00	\$6,525.00
1	Proximity Reader Option (Format #003)	20-4443-PROX	\$950.00	\$855.00	\$855.00
1	PCM Module (Master 2-hose)	20-4404-09	\$865.00	\$778.50	\$778.50
1	Wireless Ethernet Kit (Internal)		\$1,690.00	\$1,521.00	\$1,521.00
1	Pedestal - Standard 48" Height	20-4359-48	\$700.00	\$476.00	\$476.00
1	Pedestal - PC Mounting Bracket	20-4428	\$200.00	\$136.00	\$136.00
1	Software - Existing User Deduct for Phoenix Lite	20-6180-NR	-\$600.00	-\$600.00	-\$600.00
Sub Total Card/Key Control:					9,691.50

PROJECT NOTES:

- The OPW Fuel Control System included in this Proposal is priced according to Buy Board Contract# 510-16.
- The OPW PV200 Fuel Control System included in this quote is of the same type and fit as those OPW PV200 control systems installed at both the County Jail (US69) & Jack Brooks Airport (US69), and is designed to be integrated into the Customer existing OPW software package.
A DEDUCT FOR SOFTWARE HAS BEEN INCLUDED IN THIS PROPOSAL. THEREFORE, THE EXISTING SOFTWARE LOCATED IN THE AUDITING DEPARTMENT AT THE COUNTY COURTHOUSE WILL BE USED FOR PROGRAMMING AND CONTROL.
- PSI to provide Labor and materials to remove the Customers existing "key-lock" fuel control system and replace with the new OPW PV200 Fuel Control System and integrate with the Customer's existing Gasboy dispenser. PSI will replace the existing control system using existing cabling at the Customer's existing location. As previously discussed, any additional electrical required or conduit, will be provided by the Customer with the direction of PSI (none anticipated at this time).
- This Proposal includes the OPW "Point to Point" wireless access system to facilitate communications between the Controller location and the nearest internet access point. With the guidance of the Counties Management Information Staff (network data), PSI will install and program the necessary data to facilitate these communications.

EQUIPMENT SUB TOTAL	\$9,691.50
FREIGHT CHARGES:	\$145.00
SUB TOTAL MATERIALS	\$9,836.50
WIRELESS ETHERNET INSTALLATION	\$1,250.00
PV-PRO FUEL CONTROL SYSTEM INSTALLATION	\$1,500.00
SUB TOTAL LABOR	\$2,750.00
SALES TAX RATE:	8.250%
APPLICABLE SALES TAX	\$0.00
TOTAL	\$12,586.50

JEFFERSON COUNTY, TEXAS

**FEDERAL AND STATE
SINGLE AUDIT REPORT**

For the Year Ended September 30, 2018

(This page intentionally left blank.)

JEFFERSON COUNTY, TEXAS
TABLE OF CONTENTS

	<u>Page</u>
Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	1
Report of Independent Auditors on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the <i>Uniform Guidance</i> and the State of Texas <i>Uniform Grant Management Standards</i>	3
Schedule of Findings and Questioned Costs	6
Schedule of Expenditures of Federal and State Awards	8
Notes to Schedule of Expenditures of Federal and State Awards	11
Summary Schedule of Prior Audit Findings	12
Corrective Action Plan	13



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**REPORT OF INDEPENDENT AUDITORS ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable County Judge and
Commissioners Court
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas (the "County"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise County's basic financial statements, and have issued our report thereon dated March 8, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of County's internal control. Accordingly, we do not express an opinion on the effectiveness of County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of County's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Honorable County Judge and
Commissioners Court

Compliance and Other Matters

As part of obtaining reasonable assurance about whether County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Houston, Texas

March 8, 2019



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**REPORT OF INDEPENDENT AUDITORS ON COMPLIANCE FOR EACH MAJOR FEDERAL
 AND STATE PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
 REQUIRED BY THE *UNIFORM GUIDANCE* AND THE STATE OF TEXAS
*UNIFORM GRANT MANAGEMENT STANDARDS***

The Honorable County Judge and
 Commissioners Court
 Jefferson County, Texas

Report on Compliance for Each Major Federal and State Program

We have audited Jefferson County, Texas' (the "County") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* and the *State of Texas Uniform Grant Management Standards* that could have a direct and material effect on each of County's major federal and state programs for the year ended September 30, 2018. County's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations and the terms and conditions of its federal and state awards applicable to its federal and state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of County's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the *State of Texas Uniform Grant Management Standards*. Those standards, the Uniform Guidance and the *State of Texas Uniform Grant Management Standards* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of County's compliance.

The Honorable County Judge and
Commissioners Court

Opinion on Each Major Federal and State Program

In our opinion, County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and the *State of Texas Uniform Grant Management Standards*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the *State of Texas Uniform Grant Management Standards*. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal and State Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We have issued our report thereon dated March 8, 2019, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming our opinions on the financial statements that collectively comprise the basic financial statements.

The Honorable County Judge and
Commissioners Court

The accompanying Schedule of Expenditures of Federal and State Awards is presented for purposes of additional analysis as required by the *Uniform Guidance* and the State of Texas *Uniform Grant Management Standards* and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal and State Awards is fairly stated, in all material respects in relation to the basic financial statements taken as a whole.

Whitley Penn LLP

Houston, Texas
March 8, 2019

JEFFERSON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2018

A. SUMMARY OF AUDIT RESULTS

I. Summary of Auditors' Results	
Financial Statements	
Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No
<u>Federal Awards</u>	
Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	None
Identification of major programs:	
Name of Federal Program or Cluster	CFDA Numbers
[2015/2016/2017] Port Security Grant	97.056
FEMA Emergency Hurricane Harvey	97.036
1. Dollar Threshold Considered Between Type A and Type B Federal Programs	\$750,000
2. Federal Single Audit - Auditee qualified as low-risk auditee?	Yes

JEFFERSON COUNTY, TEXAS**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)***For the Year Ended September 30, 2018*

I. Summary of Auditors' Results (continued)	
<u>State Awards:</u>	
Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major state programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with <i>State of Texas Uniform Grant Management Standards</i> Section 510(a)?	None
Identification of major programs:	
Name of State Program or Cluster	Grant/Contract Numbers
FEMA Hurricane Harvey Supplement	PA-06-TX-4332
1. Dollar Threshold Considered Between Type A and Type B Programs	\$300,000
2. State Single Audit - Auditee qualified as low-risk auditee?	Yes

II. Financial Statement Findings

There were no current year findings.

III. Federal and State Award Findings and Questioned Costs.

There were no current year findings or questioned costs.

JEFFERSON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
For the year ended September 30, 2018

Page 1 of 3

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
FEDERAL AWARDS:			
U.S. Department of Agriculture			
Passed through the Texas Department of Agriculture:			
<i>Summer Food Service Program</i>	10.559	01602	\$ 9,777
Total Passed through the Texas Department of Agriculture			9,777
Total U.S. Department of Agriculture			9,777
U.S. Department of Housing and Urban Development			
Passed through the Texas General Land Office:			
<i>Community Development Block Grant/States program - IKE Round 1</i>	14.228	DRS-010219	43,705
Total Passed through the Texas General Land Office			43,705
Passed through the Texas Department of Agriculture:			
<i>Check Step Sewer Improvement, Phase #5</i>	14.228	TDCP-7216231	194,155
Total Passed through the Texas Department of Agriculture			194,155
Total U.S. Department of Housing and Urban Development			237,860
U.S. Department of the Interior			
Passed through Bureau Ocean Energy Management Regulation and Enforcement:			
<i>Gulf of Mexico Energy Security Act (GOMESA)</i>	15.435	N/A	664,349
Total Passed through Bureau Ocean Energy Management Regulation and Enforcement			664,349
Total U.S. Department of the Interior			664,349
U.S. Department of Justice			
Passed through the City of Beaumont:			
<i>Edward Byrne Memorial Formula Grant Program</i>	16.738	2017DJBX0332	13,397
Total Passed through the City of Beaumont			13,397
Passed through the Office of the Governor, Criminal Justice Division:			
<i>Crime Victim Assistance - Crime Victim's Clearinghouse</i>	16.575	21032-07	1,403
<i>Crime Victim Assistance - Crime Victim's Clearinghouse</i>	16.575	21032-08	88,921
<i>Violence Against Women Formula Grants</i>	16.588	13466-20	70,687
<i>Violence Against Women Formula Grants</i>	16.588	13466-21	8,178
<i>Paul Coverdell Forensic Sciences Improvement Grant Program</i>	16.742	34195-01	29,854
Total Passed through the Office of the Governor, Criminal Justice Division			199,043
Direct Program:			
<i>State Criminal Alien Assistance Program (SCAAP)</i>	16.606	2019-AP-BX-0641	5,316
Total Direct Program			5,316
Total U.S. Department of Justice			217,756
U.S. Department of Transportation			
Passed through Federal Aviation Administration:			
<i>Design and Construction of Rehabilitation of Taxiway Delta (Phase III),</i>	20.106	3-48-0018-032-2016	141,983
<i>Design Taxiway Delta (Phase IV), and Replacement of Rotating Beacon</i>	20.106	3-48-0018-033-2017	1,148,845
<i>Rehabilitate Taxiway Delta (Phase IV)</i>			1,290,828
Total Passed through Federal Aviation Administration			1,290,828
Highway Safety Cluster			
Passed through Texas Department of Transportation:			
<i>Selective Traffic Enforcement Program - Impaired Driver Mobilization</i>	20.601	2018-Jefferson-S-IYG-0054	28,211
<i>Violent Offender Task Force</i>	20.601	25302 - TFO	5,194
Total Passed through Texas Department of Transportation			33,405
Direct Programs:			
<i>Organized Crime Drug Enforcement Task Force</i>	20.601	SW-TXE-0345	25,000
<i>ATF Overtime Funding</i>	20.601	N/A	12,222
Total Direct Programs			37,222
Total U.S. Department of Transportation			1,361,455

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS (continued)

For the year ended September 30, 2018

Page 2 of 3

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
FEDERAL AWARDS (continued):			
U.S. Department of Health and Human Services			
Passed through Texas Department of Family & Protective Services:			
<i>Foster Care - Title IV-E Child Welfare Services</i>	93.658	23939002	21,561
<i>Foster Care - Title IV-E Legal Services</i>	93.658	23939003	50,073
Total Passed through Texas Department of Family & Protective Services			71,634
Total U.S. Department of Health and Human Services			71,634
U.S. Department of Homeland Security			
Passed through the Texas Division of Emergency Management:			
<i>Emergency Management Performance Grant</i>	97.042	18TX-EMPG-0389	36,065
<i>FEMA Emergency Hurricane Harvey</i>	97.036	FEMA-4332-DR-Hurricane Harvey	5,697,020
Total Passed through the Texas Division of Emergency Management			5,733,085
Direct Programs:			
<i>2015 Port Security Grant</i>	97.056	EMW2015PU00143	235,798
<i>2016 Port Security Grant</i>	97.056	EMW2016PU00351	195,864
<i>2017 Port Security Grant</i>	97.056	EMW2017PU00103	217,199
Total Direct Programs			648,861
Passed through the Office of the Governor, Criminal Justice Division			
<i>Rifle-Resistant Body Armor Grant</i>	97.067	34418-01	20,298
Total Passed through the Office of the Governor, Criminal Justice Division			20,298
Total U.S. Department of Homeland Security			6,402,244
General Services Administration			
<i>Donation of Federal Surplus Personal Property</i>	39.003	N/A	7,076
Total Donation of Federal Surplus			7,076
Total General Services Administration			7,076
Total Expenditures of Federal Awards			\$ 8,972,151

JEFFERSON COUNTY, TEXAS

Page 3 of 3

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS (continued)

For the year ended September 30, 2018

State Grantor/Pass-Through Grantor/Program Title	Grantor or Pass-Through Entity Identifying Number	State Expenditures
STATE AWARDS:		
Texas Department of Motor Vehicles		
<i>Motor Vehicle Salvage/Theft Reduction Program</i>	308-18-1230100	78,476
<i>Motor Vehicle Salvage/Theft Reduction Program</i>	608-19-1230100	\$ 5,934
Total Texas Department of Motor Vehicles		<u>84,410</u>
Texas Department of Transportation		
<i>Routine Airport Maintenance Grant</i>	M1720BMPT	50,000
Total Department of Transportation		<u>50,000</u>
Texas Department of Criminal Justice		
<i>Family Treatment Drug Court</i>	1869012	35,142
<i>Family Treatment Drug Court</i>	1869013	2,890
<i>Drug Court</i>	1604516	60,208
<i>Drug Court</i>	1604517	1,336
Total Department of Criminal Justice		<u>99,576</u>
Texas Indigent Defense Commission		
<i>Indigent Defense Formula Grant FY 18</i>	N/A	192,421
Total Indigent Defense Commission		<u>192,421</u>
Texas Commission on Law Enforcement		
<i>Law Enforcement Officer Standards and Education</i>	N/A	29,768
Total Texas Commission on Law Enforcement		<u>29,768</u>
Texas Attorney General's Office		
<i>Crime Victims Compensation Fund - Sexual Assault Exam</i>	N/A	9,967
Total Texas Attorney General's Office		<u>9,967</u>
Office of the Governor, Emergency Management Division		
<i>Solid Waste Disposal Fees - Hurricane Harvey</i>	PA-06-TX-4332	325,000
Total Office of the Governor, Emergency Management Division		<u>325,000</u>
Total Expenditures of State Awards		<u>\$ 791,142</u>
Total Expenditures of Federal and State Awards		<u>\$ 9,763,293</u>

JEFFERSON COUNTY, TEXAS

NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS

For the Year Ended September 30, 2018

1. Basis of Presentation

The accompanying schedule of expenditures of federal and state awards (the "Schedules") includes the federal and state grant activity of County under programs of the federal and state government for the year ended September 30, 2018. The information in these Schedules is presented in accordance with the requirements of Office of Management and Budget (OMB) Uniform Guidance and the *State of Texas Uniform Grant Management Standards*. Because these Schedules present only a selected portion of the operations of County, they are not intended to and do not present the financial position and changes in net position of County.

2. Summary of Significant Accounting Policies

County accounts for all federal and state awards under programs of the federal and state governments in special revenue funds and capital project funds. These programs are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are generally included on the balance sheet. Operating statements of these funds present increases (i.e. revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net current assets.

Expenditures reported on this schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (Uniform Guidance)*. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Federal and state grant funds for governmental funds are considered to be earned to the extent of expenditures made under the provisions of the grant. When such funds are advanced to County, they are recorded as unearned revenues until earned. Otherwise, federal and state grant funds are received on a reimbursement basis from the respective federal or state program agencies. Generally, unused balances are returned to the grantor at the close of specified project periods. County has elected not to use the 10 percent de minimis indirect cost rate allowed under the *Uniform Guidance*.

JEFFERSON COUNTY, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended September 30, 2018

Federal regulations, Title 2 U.S. Code of Federal Regulations Section 200.511 states, "The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings." The summary schedule of prior audit findings must report the status of the following:

- All audit findings included in the prior audit's schedule of findings and questioned costs and
- All audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected.

I. Prior Audit Findings

None Noted

JEFFERSON COUNTY, TEXAS
CORRECTIVE ACTION PLAN
For the Year Ended September 30, 2018

Federal regulations, Title 2 U.S. Code of Federal Regulations §200.511 states, "At the completion of the audit, the auditee must prepare, in a document separate from the auditor's findings described in §200.516 Audit findings, a corrective action plan to address each audit finding included in the current year auditor's reports."

I. Corrective Action Plan

Not Applicable

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 1 110 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	221.65	457759
DAWN DONUTS	45.50	457867
		267.15**
ROAD & BRIDGE PCT.#1		
SPIDLE & SPIDLE	3,469.80	457681
M&D SUPPLY	408.51	457719
MUNRO'S	34.10	457723
OFFICE DEPOT	111.07	457727
SANITARY SUPPLY, INC.	66.91	457734
WHEELER TRUCK BODY EQUIPMENT	62.00	457764
CDW COMPUTER CENTERS, INC.	2,990.57	457772
LANSDOWNE-MOODY CO	276.79	457806
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
ADVANCE AUTO PARTS	183.52	457844
ASCO	1,957.16	457847
GULF COAST	1,402.20	457876
		11,032.63**
ROAD & BRIDGE PCT.#2		
ENTERGY	155.02	457712
VULCAN MATERIALS CO.	7,750.33	457762
DE LAGE LANDEN PUBLIC FINANCE	90.00	457834
		7,995.35**
ROAD & BRIDGE PCT. # 3		
ABLE FASTENER, INC.	471.69	457678
BEAUMONT FRAME & FRONT END	1,928.79	457689
LOUIS' YAZOO SALES & SERVICE, LLC	424.45	457718
MUNRO'S	38.15	457723
AT&T	74.07	457744
VULCAN MATERIALS CO.	127,709.29	457762
W. JEFFERSON COUNTY M.W.D.	27.14	457763
SOUTHERN TIRE MART, LLC	53.45	457768
HOWARD'S AUTO SUPPLY	64.97	457771
WESTEND HARDWARE CO	22.01	457785
LOWE'S HOME CENTERS, INC.	46.63	457789
KNIFE RIVER	533.13	457811
DE LAGE LANDEN PUBLIC FINANCE	140.00	457834
NORTHERN TOOL AND EQUIPMENT	25.98	457835
FELIX AAA AUTO & TRUCK PARTS LLC	221.70	457864
		131,781.45**
ROAD & BRIDGE PCT.#4		
SPIDLE & SPIDLE	4,248.40	457681
ENTERGY	925.36	457712
M&D SUPPLY	97.78	457719
OLMSTED-KIRK PAPER	122.88	457728
SCOOTER'S LAWNMOWERS	26.44	457735
TRIANGLE AIR CARE, INC.	491.00	457756
W. JEFFERSON COUNTY M.W.D.	220.94	457763
UNITED STATES POSTAL SERVICE	2.60	457779
DE LAGE LANDEN PUBLIC FINANCE	229.79	457834
SOUTHEAST TEXAS PARTS AND EQUIPMENT	73.52	457851
O'REILLY AUTO PARTS	43.23	457907
RUSH TRUCK CENTERS	480.00	457910
		6,961.94**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	5.25	457779
DE LAGE LANDEN PUBLIC FINANCE	460.94	457834
		466.19**
PARKS & RECREATION		
CITY OF PORT ARTHUR - WATER DEPT.	55.75	457696
ENTERGY	295.47	457712
AT&T	29.38	457744
W. JEFFERSON COUNTY M.W.D.	54.28	457763
WESTEND HARDWARE CO	11.85	457785
		446.73**
GENERAL FUND		

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. CLERK	1,374.88	457679 1,374.88*
TAX OFFICE		
SOUTHEAST TEXAS WATER	265.50	457742
AT&T	109.38	457744
TAC - TEXAS ASSN. OF COUNTIES	45.00	457747
UNITED STATES POSTAL SERVICE	714.48	457779
UNITED STATES POSTAL SERVICE	26.15	457780
DE LAGE LANDEN PUBLIC FINANCE	370.00	457834
CINTAS CORPORATION	133.21	457874
VECTOR SECURITY	40.50	457886
		1,704.22*
COUNTY HUMAN RESOURCES		
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834 70.00*
AUDITOR'S OFFICE		
SOUTHEAST TEXAS WATER	29.95	457742
PATRICK SWAIN	66.00	457745
FRAN M. LEE	25.00	457766
UNITED STATES POSTAL SERVICE	1.74	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
		192.69*
COUNTY CLERK		
OFFICE DEPOT	320.79	457727
CDW COMPUTER CENTERS, INC.	367.70	457772
UNITED STATES POSTAL SERVICE	289.83	457779
UNITED STATES POSTAL SERVICE	46.40	457780
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	457834
		2,077.54*
COUNTY JUDGE		
UNITED STATES POSTAL SERVICE	.50	457779
KIMBERLY PHELAN, P.C.	500.00	457802
J.T. HAYNES	500.00	457804
JEFF R BRANICK	587.32	457807
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
JAN GIROUARD & ASSOCIATES LLC	400.00	457871
		2,057.82*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	.50	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
		70.50*
COUNTY TREASURER		
TAC - TEXAS ASSN. OF COUNTIES	300.00	457748
UNITED STATES POSTAL SERVICE	139.39	457779
DE LAGE LANDEN PUBLIC FINANCE	331.89	457834
		771.28*
PRINTING DEPARTMENT		
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	457834
FUNCTION 4 LLC	1,929.94	457878
		3,129.94*
PURCHASING DEPARTMENT		
CARPENTER'S TIME CENTER INC.	39.27	457693
OFFICE DEPOT	85.74	457727
UNITED STATES POSTAL SERVICE	42.95	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
		237.96*
GENERAL SERVICES		
TIME WARNER COMMUNICATIONS	589.21	457751
TRIANGLE COMPUTER & TELEPHONE	25.00	457758
TRI-CITY COFFEE SERVICE	161.60	457759
ADVANCED STAFFING	58.50	457769
VERIZON WIRELESS	303.92	457776
SPOK INC	3.00	457857

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
WHITLEY PENN LLP	8,000.00	457902
DATA PROCESSING		9,141.23*
CDW COMPUTER CENTERS, INC.	359.14	457772
SHI GOVERNMENT SOLUTIONS, INC.	258.00	457784
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
SPOK INC	12.08	457857
SKYHELM LLC	2,233.04	457894
VOTERS REGISTRATION DEPT		2,932.26*
UNITED STATES POSTAL SERVICE	200.38	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
ELECTIONS DEPARTMENT		270.38*
THE EXAMINER	74.00	457706
OFFICE DEPOT	105.20	457727
UNITED STATES POSTAL SERVICE	143.75	457779
MASCOT METROPOLITAN INC	2,920.00	457810
DE LAGE LANDEN PUBLIC FINANCE	271.65	457834
AT&T MOBILITY	381.60	457866
NAOMI DOYLE	11.27	457896
DISTRICT ATTORNEY		3,907.47*
TDCAA BOOK ORDERS	84.00	457749
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	457755
UNITED STATES POSTAL SERVICE	354.90	457779
DE LAGE LANDEN PUBLIC FINANCE	480.00	457834
TRANSUNION RISK AND ALTERNATIVE	110.25	457859
FUNCTION 4 LLC	100.00	457878
DISTRICT CLERK		1,189.15*
UNITED STATES POSTAL SERVICE	480.40	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
CRIMINAL DISTRICT COURT		550.40*
DAVID W BARLOW	4,375.00	457688
MARSHA NORMAND	8,750.00	457725
KEVIN PAULA SEKALY PC	8,750.00	457736
KEVIN S. LAINE	2,437.50	457770
UNITED STATES POSTAL SERVICE	7.21	457779
DE LAGE LANDEN PUBLIC FINANCE	441.64	457834
58TH DISTRICT COURT		24,761.35*
UNITED STATES POSTAL SERVICE	.50	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
60TH DISTRICT COURT		70.50*
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
136TH DISTRICT COURT		70.00*
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
172ND DISTRICT COURT		70.00*
UNITED STATES POSTAL SERVICE	18.20	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
252ND DISTRICT COURT		88.20*
DAVID W BARLOW	4,375.00	457688
MIKE VAN ZANDT	8,750.00	457761
KEVIN S. LAINE	2,437.50	457770
UNITED STATES POSTAL SERVICE	18.10	457779
RYAN GERTZ	9,502.08	457826

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 4 113 TOTAL
NAME	AMOUNT	CHECK NO.
ALLEN PARKER	8,750.00	457827
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
THOMAS WILLIAM KELLEY	13,012.50	457916
279TH DISTRICT COURT		46,915.18*
THOMAS J. BURBANK PC	1,050.00	457692
LAIRON DOWDEN, JR.	700.00	457705
ANITA F. PROVO	695.00	457732
UNITED STATES POSTAL SERVICE	3.50	457779
KIMBERLY PHELAN, P.C.	100.00	457802
TONYA CONNELL TOUPS	200.00	457814
RONALD PLESSALA	325.00	457819
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
ALICIA K HALL	200.00	457839
TARA SHELANDER	500.00	457854
317TH DISTRICT COURT		3,843.50*
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
JUSTICE COURT-PCT 1 PL 1		70.00*
UNITED STATES POSTAL SERVICE	33.00	457779
DE LAGE LANDEN PUBLIC FINANCE	90.00	457834
JUSTICE COURT-PCT 1 PL 2		123.00*
CASH ADVANCE ACCOUNT	839.46	457717
UNITED STATES POSTAL SERVICE	6.80	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
JUSTICE COURT-PCT 2		916.26*
POSTMASTER	867.00	457731
JUSTICE COURT-PCT 4		867.00*
DE LAGE LANDEN PUBLIC FINANCE	90.00	457834
JUSTICE COURT-PCT 6		90.00*
UNITED STATES POSTAL SERVICE	36.10	457779
SIERRA SPRING WATER CO. - BT	36.93	457782
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
JUSTICE OF PEACE PCT. 8		143.03*
UNITED STATES POSTAL SERVICE	126.85	457780
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
COUNTY COURT AT LAW NO.1		196.85*
DE LAGE LANDEN PUBLIC FINANCE	245.92	457834
COUNTY COURT AT LAW NO. 2		245.92*
DONALD BOUDREAUX	250.00	457690
THOMAS J. BURBANK PC	250.00	457692
UNITED STATES POSTAL SERVICE	7.00	457779
LAURIE PEROZZO	250.00	457824
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
JANSON ELLIOTT BAILEY	300.00	457872
COUNTY COURT AT LAW NO. 3		1,127.00*
OFFICE DEPOT	289.68	457727
BRUCE N. SMITH	250.00	457740
UNITED STATES POSTAL SERVICE	9.06	457779
LANGSTON ADAMS	300.00	457791
ANTOINE FREEMAN	250.00	457815
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
BRITTANIE HOLMES	300.00	457842

PGM: GMCOMMV2	DATE 04-08-2019		PAGE: 5 114 TOTAL
NAME	AMOUNT	CHECK NO.	
TURK LAW FIRM	250.00	457843	
JARED GILTHORPE	250.00	457855	
WRIGHT PITRE & FREIMUTH PLLC	300.00	457904	2,268.74*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.50	457779	
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834	70.50*
MEDIATION CENTER			
TRI-CITY COFFEE SERVICE	80.90	457759	
UNITED STATES POSTAL SERVICE	5.36	457779	
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834	156.26*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	457834	280.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	36.91	457697	
COTTON CARGO	414.00	457704	
FED EX	241.89	457707	
GT DISTRIBUTORS, INC.	324.37	457709	
MCNEILL INSURANCE AGENCY	71.00	457722	
NATIONAL DIRECTORY OF LAW ENFOR.	447.00	457724	
OFFICE DEPOT	523.64	457727	
AT&T	342.78	457744	
CDW COMPUTER CENTERS, INC.	309.43	457772	
UNITED STATES POSTAL SERVICE	1,328.56	457779	
BEAUMONT OCCUPATIONAL SERVICE, INC.	174.75	457786	
FLIGHT AWARE	360.00	457808	
DE LAGE LANDEN PUBLIC FINANCE	800.00	457834	
RITA HURT	1,375.00	457836	
TRANSUNION RISK AND ALTERNATIVE	527.73	457860	
GALLS LLC	831.66	457862	
3L PRINTING COMPANY	25.00	457870	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	400.00	457873	
TND WORKWEAR CO LLC	478.00	457879	
THE MONOGRAM SHOP	10.50	457883	
PARAGON SOUTHWEST MEDICAL WASTE LLC	787.50	457903	
RWB TOOLS, LLC	658.40	457917	10,468.12*
CRIME LABORATORY			
ACCUTOX, INC.	457.00	457677	
AGILENT TECHNOLOGIES	1,580.89	457683	
FED EX	176.68	457707	
FISHER SCIENTIFIC	474.70	457708	
VERIZON WIRELESS	75.98	457776	
SPECTRUM LABORATORY PRODUCTS	142.74	457792	
TECHSCAN INC	555.00	457801	
UV PROCESS SUPPLY	44.71	457816	
CAYMAN CHEMICAL COMPANY	395.00	457828	
DE LAGE LANDEN PUBLIC FINANCE	90.00	457834	
ALDINGER COMPANY	736.96	457846	4,729.66*
JAIL - NO. 2			
JACK BROOKS REGIONAL AIRPORT	2,456.10	457716	
AT&T	987.60	457744	
SYSCO FOOD SERVICES, INC.	1,425.71	457746	
INTERSTATE ALL BATTERY CENTER - BMT	117.95	457821	
WORLD FUEL SERVICES	1,684.05	457825	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	457834	
CONSTELLATION NEWENERGY - GAS DIVIS	2,973.19	457845	
KROPP HOLDINGS INC	438.70	457849	
CORRHEALTH LLC	78,900.85	457897	90,264.15*
JUVENILE PROBATION DEPT.			
EDWARD J. COCKRELL	266.00	457701	

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 6
NAME	AMOUNT	CHECK NO.
		TOTAL
CASH ADVANCE ACCOUNT	280.85	457717
OFFICE DEPOT	153.41	457727
CHERYL TARVER	104.40	457767
UNITED STATES POSTAL SERVICE	5.09	457779
SHANNA CITIZEN	82.94	457790
LYNN BIERHALTER	116.00	457803
BRIA LYNCH	38.28	457818
DE LAGE LANDEN PUBLIC FINANCE	140.00	457834
TJJD	150.00	457838
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	457861
ROXANA MITCHELL	244.76	457863
CHRISTAL CHANNELL	67.86	457865
SUMMER KENNERSON	99.76	457875
SHERONDA WHEELER	195.46	457893
EDWIN JAY FRANK	228.52	457898
TRISH DAVIS	120.93	457912
		2,365.26*
JUVENILE DETENTION HOME		
AT&T	693.28	457744
MEDICAL PLUS	140.00	457783
FLOWERS FOODS	259.18	457795
BEN E KEITH FOODS	698.13	457796
ATTABOY TERMITE & PEST CONTROL	80.00	457822
DE LAGE LANDEN PUBLIC FINANCE	229.79	457834
		2,100.38*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	40.55	457779
DE LAGE LANDEN PUBLIC FINANCE	323.13	457834
GALLS LLC	555.50	457862
		919.18*
CONSTABLE-PCT 2		
TEXAS STATE UNIVERSITY SAN MARS	150.00	457743
		150.00*
CONSTABLE-PCT 4		
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
		70.00*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	26.32	457779
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	457861
		167.32*
CONSTABLE PCT. 7		
OFFICE DEPOT	117.76	457727
		117.76*
CONSTABLE PCT. 8		
DE LAGE LANDEN PUBLIC FINANCE	322.93	457834
		322.93*
AGRICULTURE EXTENSION SVC		
M&D SUPPLY	91.25	457719
DE LAGE LANDEN PUBLIC FINANCE	200.00	457834
		291.25*
HEALTH AND WELFARE NO. 1		
CLAYBAR FUNERAL HOME, INC.	2,080.00	457699
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	457703
OFFICE DEPOT	61.02	457727
PETTY CASH - N C WELFARE	77.60	457729
UNITED STATES POSTAL SERVICE	92.64	457779
DE LAGE LANDEN PUBLIC FINANCE	372.43	457834
		4,183.69*
HEALTH AND WELFARE NO. 2		
BROUSSARD'S MORTUARY	1,500.00	457691
O.W. COLLINS APARTMENTS	548.94	457702
ENTERGY	131.58	457713

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 7
NAME	AMOUNT	CHECK NO.
		TOTAL
ENTERGY	65.61	457714
OFFICE DEPOT	155.23	457727
TIME WARNER COMMUNICATIONS	151.10	457752
MCKESSON MEDICAL-SURGICAL INC	367.07	457773
UNITED STATES POSTAL SERVICE	192.25	457780
DE LAGE LANDEN PUBLIC FINANCE	140.00	457834
		3,251.78*
NURSE PRACTITIONER		
RACHAEL COE	109.00	457777
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
		179.00*
CHILD WELFARE UNIT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	457786
J.C. PENNEY'S	2,264.40	457787
SEARS COMMERCIAL CREDIT	1,045.80	457788
FATIMA ZAVALA	20.00	457852
TYRE A WELLS	20.00	457853
TYTIANNA WELLS SIGARST	20.00	457856
LARRY DOYLE JR	20.00	457880
JOHNATHAN ROBINSON	20.00	457881
FAITH DOYLE	20.00	457882
STACY VELASQUEZ	20.00	457888
ETHAN WILTURNER	20.00	457889
DAYSIE VELASQUEZ	20.00	457890
ASHTON EMERSON	20.00	457891
KAITLIN VAZQUES	20.00	457899
CHRISTIAN O'TOOLE	20.00	457900
CAPRIE DAVIS	20.00	457901
ROBIN JOHNSON	20.00	457905
MAKAYLA ANTOINE	20.00	457906
TIMOTHY JOHNSON	20.00	457909
STARLA DURMAN	20.00	457913
ADELAIDA COLEMAN	20.00	457914
		3,705.15*
ENVIRONMENTAL CONTROL		
AT&T	32.46	457744
DE LAGE LANDEN PUBLIC FINANCE	323.13	457834
		355.59*
INDIGENT MEDICAL SERVICES		
KING'S PHARMACY BEAUMONT	141.67	457837
CARDINAL HEALTH 110 INC	12,005.60	457848
DANA JOHNSON	1,800.00	457858
VECTOR SECURITY	62.00	457885
TDS OPERATING INC	321.56	457895
		14,330.83*
MAINTENANCE-BEAUMONT		
JOHNSTONE SUPPLY	346.37	457682
CERTIFIED LABORATORIES	570.60	457694
CITY OF BEAUMONT - WATER DEPT.	188.17	457695
ENTERGY	741.65	457712
M&D SUPPLY	52.35	457719
ACE IMAGEWEAR	208.41	457738
AT&T	1,296.58	457744
TIME WARNER COMMUNICATIONS	72.79	457754
CENTERPOINT ENERGY RESOURCES CORP	4,092.96	457798
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
AT&T	12,847.94	457869
		20,487.82*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	996.70	457696
COASTAL WELDING SUPPLY	95.00	457700
SHERWIN-WILLIAMS	33.98	457739
TEXAS GAS SERVICE	163.80	457794
PARKER LUMBER	17.98	457829
DE LAGE LANDEN PUBLIC FINANCE	140.00	457834
		1,447.46*
MAINTENANCE-MID COUNTY		

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
CITY OF NEDERLAND	57.56	457697
ENTERGY	323.58	457712
SETZER HARDWARE, INC.	19.78	457737
AT&T	710.70	457744
W. JEFFERSON COUNTY M.W.D.	48.40	457763
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
SERVICE CENTER		1,230.02*
GOLD CREST ELECTRIC CO., INC.	170.00	457710
J.K. CHEVROLET CO.	223.96	457715
MUNRO'S	83.58	457723
PHILPOTT MOTORS, INC.	740.28	457730
RITTER @ HOME	120.96	457733
JEFFERSON CTY. TAX OFFICE	7.50	457774
JEFFERSON CTY. TAX OFFICE	7.50	457775
BUMPER TO BUMPER	542.37	457797
C & I OIL COMPANY INC	1,588.60	457820
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
SPANKY'S WRECKER SERVICE INC	150.00	457840
ADVANCE AUTO PARTS	249.54	457844
VETERANS SERVICE		3,954.29*
UNITED STATES POSTAL SERVICE	11.85	457779
UNITED STATES POSTAL SERVICE	7.45	457780
HILARY GUEST	106.60	457793
DE LAGE LANDEN PUBLIC FINANCE	240.00	457834
		365.90*
MOSQUITO CONTROL FUND		277,508.55**
SUPERIOR TIRE & SERVICE	42.02	457684
AVIALL	299.91	457687
CITY OF NEDERLAND	4.39	457698
MUNRO'S	43.98	457723
AT&T	32.46	457744
INTERSTATE ALL BATTERY CENTER - BMT	471.80	457821
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
FEMA EMERGENCY		964.56**
GULF COAST	404.92	457877
FAMILY GROUP CONFERENCING		404.92**
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
J.C. FAMILY TREATMENT		70.00**
PATRICIA PETERS	1,131.50	457868
LAW LIBRARY FUND		1,131.50**
LEXIS-NEXIS	401.00	457781
DE LAGE LANDEN PUBLIC FINANCE	70.00	457834
EMPG GRANT		471.00**
SOUTHEAST TEXAS WATER	9.95	457742
TIME WARNER COMMUNICATIONS	100.50	457753
IV-E FOSTER CARE		110.45**
VECTOR SECURITY	20,418.00	457884
GRANT A STATE AID		20,418.00**
HAYS COUNTY	19,109.00	457765
HAYS COUNTY JUVENILE CENTER	65.74	457809
YOUTH ADVOCATE PROGRAM	5,442.50	457812
COMMUNITY SUPERVISION FND		24,617.24**

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	1,413.88	457717
UNITED STATES POSTAL SERVICE	66.58	457779
UNITED STATES POSTAL SERVICE	244.50	457780
JCCSC	120.00	457830
		1,844.96**
JEFF. CO. WOMEN'S CENTER		
A&A ELECTRIC CO OF BEAUMONT INC	325.84	457676
CITY OF BEAUMONT - WATER DEPT.	940.99	457695
M&D SUPPLY	216.83	457719
MARKET BASKET	22.49	457720
KIM MCKINNEY, LPC, LMFT	150.00	457721
OFFICE DEPOT	366.49	457727
SYSCO FOOD SERVICES, INC.	1,221.45	457746
BEN E KEITH FOODS	1,112.80	457796
CENTERPOINT ENERGY RESOURCES CORP	467.82	457798
ATTABOY TERMITE & PEST CONTROL	50.00	457822
DE LAGE LANDEN PUBLIC FINANCE	140.00	457834
SAM'S CLUB DIRECT	192.68	457841
SPOK INC	16.41	457857
		5,223.80**
COMMUNITY CORRECTIONS PRG		
DE LAGE LANDEN PUBLIC FINANCE	90.00	457834
KATHRYN BRANCH	27.84	457908
		117.84**
DRUG DIVERSION PROGRAM		
DE LAGE LANDEN PUBLIC FINANCE	80.00	457834
		80.00**
LAW OFFICER TRAINING GRT		
OFFICE DEPOT	104.83	457727
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	457817
		139.83**
COUNTY RECORDS MANAGEMENT		
TRIANGLE BLUE PRINT CO., INC.	120.00	457757
UNITED STATES POSTAL SERVICE	79.61	457779
LINDA MCMAHEN	26.61	457805
		226.22**
DEPUTY SHERIFF EDUCATION		
AIRBORNE LAW ENFORCEMENT ASSN.	525.00	457680
TEEX	500.00	457685
CASH ADVANCE ACCOUNT	1,861.22	457717
		2,886.22**
HOTEL OCCUPANCY TAX FUND		
CITY OF BEAUMONT - WATER DEPT.	133.77	457695
MUNRO'S	45.03	457723
OFFICE DEPOT	80.07	457727
TIME WARNER COMMUNICATIONS	110.53	457750
ULINE SHIPPING SUPPLY SPECIALI	299.35	457760
DE LAGE LANDEN PUBLIC FINANCE	315.00	457834
		983.75**
CRIME LAB FUNDING CJD		
AGILENT TECHNOLOGIES	12,479.40	457683
NCI, INC	5,880.94	457915
		18,360.34**
DISTRICT CLK RECORDS MGMT		
DE LAGE LANDEN PUBLIC FINANCE	140.00	457834
		140.00**
AIRPORT FUND		
AMERICAN ASSOCIATION OF NOTARIES	278.70	457686
CITY OF NEDERLAND	359.10	457697
FED EX	30.36	457707
W.W. GRAINGER, INC.	256.84	457711
OFFICE DEPOT	425.96	457727
SANITARY SUPPLY, INC.	266.05	457734

PGM: GMCOMMV2	DATE 04-08-2019	PAGE: 10 119
NAME	AMOUNT	CHECK NO. TOTAL
S.E. TEXAS BUILDING SERVICE	4,246.66	457741
SOUTHERN TIRE MART, LLC	684.00	457768
UNITED STATES POSTAL SERVICE	.41	457779
WESTEND HARDWARE CO	79.33	457785
LOWE'S HOME CENTERS, INC.	88.27	457789
UNIFIRST HOLDINGS INC	166.65	457823
DE LAGE LANDEN PUBLIC FINANCE	140.00	457834
SOUTHEAST TEXAS PARTS AND EQUIPMENT	139.84	457851
TITAN AVIATION FUELS	36,776.38	457911
LUMACURVE AIRFIELD SIGNS	505.59	457918
SE TX EMP. BENEFIT POOL		44,444.14**
STANDARD INSURANCE COMPANY	7,886.01	457800
EXPRESS SCRIPTS INC	61,575.70	457892
LIABILITY CLAIMS ACCOUNT		69,461.71**
STEVENS BALDO & LIGHTY PLLC	195.00	457887
WORKER'S COMPENSATION FD		195.00**
TRISTAR RISK MANAGEMENT	10,858.72	457799
SHERIFF'S FORFEITURE FUND		10,858.72**
SILSBEE FORD INC	682.50	457850
PAYROLL FUND		682.50**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,900.00	457655
CLEAT	342.00	457656
JEFFERSON CTY. TREASURER	13,420.58	457657
RON STADTMUELLER - CHAPTER 13	157.50	457658
INTERNAL REVENUE SERVICE	208.00	457659
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,040.00	457660
JEFFERSON CTY. COMMUNITY SUP.	9,777.81	457661
JEFFERSON CTY. TREASURER - HEALTH	532,363.68	457662
JEFFERSON CTY. TREASURER - PAYROLL	1,704,610.28	457663
JEFFERSON CTY. TREASURER - PAYROLL	597,153.16	457664
MONY LIFE INSURANCE OF AMERICA	100.34	457665
POLICE & FIRE FIGHTERS' ASSOCIATION	2,085.41	457666
TGSLC	472.23	457667
JEFFERSON CTY. TREASURER - TCDRS	649,897.08	457668
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,519.99	457669
JEFFERSON COUNTY TREASURER	2,678.76	457670
JEFFERSON COUNTY - TREASURER -	6,963.06	457671
NECHES FEDERAL CREDIT UNION	42,202.25	457672
JEFFERSON COUNTY - NATIONWIDE	53,968.87	457673
JOHN TALTON	1,835.38	457674
BELINDA M ZURITA	230.77	457675
MARINE DIVISION		3,637,927.15**
CITY OF NEDERLAND	20.65	457697
JACK BROOKS REGIONAL AIRPORT	781.14	457716
RITTER @ HOME	22.99	457733
SETZER HARDWARE, INC.	250.05	457737
WESTEND HARDWARE CO	159.03	457785
BUMPER TO BUMPER	508.90	457797
THE DINGO GROUP-PETE JORGENSEN MARI	622.32	457813
		2,365.08**
		4,280,584.92***

§§§

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





PROCLAMATION

STATE OF TEXAS

www

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 8th day of April, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

National Crime Victims' Rights Week, April 7-13, 2019

Whereas, crime can leave a lasting negative impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and

Whereas, honoring the crime victim rights with fairness, dignity, and respect, working in collaboration in meeting their needs, they can rely on the criminal justice and along with support of social service systems; and

Whereas, healthcare providers, community leaders, faith organizations, educators and businesses can network, and provide victim services of a safer plan, support in healing, and access to justice; and

Whereas, National Crime Victims' Rights Week provides an opportunity to recommit advocating for all victims of a crime, that will be provided appropriate accessible services in the aftermath of crime; and

Whereas, Jefferson County Victim's Assistance Center is hereby dedicated to strengthening victims and survivors of their rights, in serving our communities, working to endure resiliency for all victims and survivors.

Now, Therefore, the Commissioners Court of Jefferson County, Texas, does hereby proclaim the week of April 7-13, 2019, as National Crime Victims' Rights Week and reaffirm that the Jefferson County, Texas is committed to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year.

Signed this 8th day April, 2019.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1 /

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





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 8th day of April, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

ALABAMA-COUSHATTA TRIBE ECONOMIC DEVELOPMENT

WHEREAS, the Alabama-Coushatta Tribe of Texas is a federally recognized Indian Tribe located in Polk County, Texas and is committed to supporting the economic development and creation of jobs within Polk and surrounding counties of Deep East Texas; and

WHEREAS, the Alabama-Coushatta Tribe of Texas' Naskila electronic bingo facility, has created over 560 new jobs in Deep East Texas and is the third largest employer in the region, and is responsible for injecting nearly \$140 million annually in revenue to the region; and

WHEREAS, the Alabama-Coushatta Tribe of Texas provided over 46 fully paid collegiate scholarships for graduating high school students of the Tribe in 2018; and

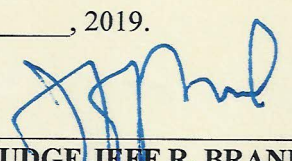
WHEREAS, the Alabama-Coushatta Tribe of Texas being a good community partner, contributed \$500,000 in donations after Hurricane Harvey to several counties, and purchased 30 manufactured home units; and

WHEREAS, United States Congressman Brian Babin (R-Woodville) has filed H.R. 759 to clarify conflicting federal statutes regarding the right of the Alabama-Coushatta Tribe of Texas to offer Class II electronic bingo on their tribal lands pursuant to the Indian Gaming Regulatory Act, a right enjoyed and exercised by the Kickapoo Traditional Tribe of Texas since 1996; and

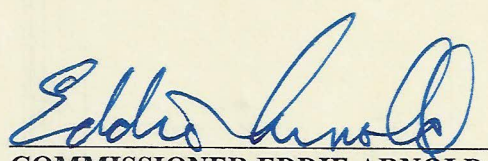
WHEREAS, the passage of H.R. 759 is vital to continued economic development and health of both the Alabama-Coushatta Tribe of Texas and all Deep East Texas.

NOW, THEREFORE, BE IT RESOLVED, The Jefferson County Commissioner's Court hereby joins the Alabama-Coushatta Tribe of Texas in support of its effort for passage of H.R. 759 to clarify that the Tribe can enjoy the opportunity for tribal economic development on terms that are equal and fair, and to protect jobs. FURTHER, The Jefferson County Commissioner's Court urgently requests that United States Senators John Cornyn and Ted Cruz of Texas, as well as the other 35 Texans elected to the United States House of Representatives, join Congressman Babin in securing the enactment of H.R. 759 into law.


SIGNED this 8th day of April, 2019.



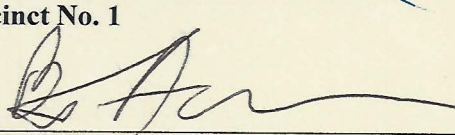
JUDGE JEFF R. BRANICK
County Judge



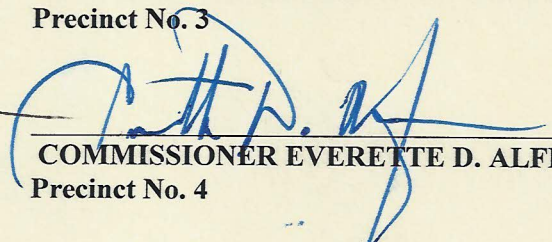
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****April 8, 2019**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur for unsafe property located at 2906 13th St., Port Arthur, TX.

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
444 4th Street—P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County am the owner of a Residence
(Owner's Name) (Description of Building(s))

at 2906 13th Street legally described as Lots 8 Block 36
(Street Address) (Legal Description)

Beachway Addition

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose.

Signature(s): [Signature]

Mailing Address: P.O. Box 4025, BEAUMONT, TX

Telephone Number(s): 409-835-8466

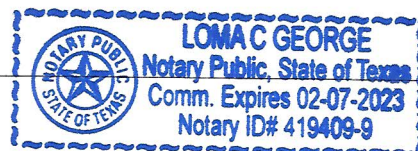
SUBSCRIBED AND SWORN BEFORE ME THIS 8th DAY OF April, 2019

[Signature]

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

APPROVED BY CITY STAFF: _____



2906 13TH STREET
(RESIDENCE)



Remove all concrete including front sidewalk & driveway
Leave driveway apron
Leave left and right side fencing
Remove all other fencing
Remove light post
Remove all trash & debris
Cut all high grass & underbrush

**AGENDA ITEM****April 8, 2019**

Consider, approve and receive and file corrected page 5 (paragraph 5 i) of the Tax Abatement Agreement between Jefferson County and Port Arthur LNG ("PALNG") and PALNG Common Facilities Company, LLC ("PALNG CFC") to correct ministerial mistake. (This is in accordance with Counsel for Sempra.)

- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding the project to qualified local contractors to enable them to submit bids for materials in the early procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE
DISTRIBUTION OF NOTICE OF SALE AND PRELIMINARY OFFICIAL STATEMENT
RELATING TO SUCH CERTIFICATES; AND CONTAINING OTHER MATTERS
RELATED THERETO**

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas (herein referred to as the “County”), acting through its governing body, is authorized to issue certificates of obligation to pay contractual obligations to be incurred in connection with authorized capital improvements and equipment purchases within the County (herein referred to as the “Project”), as more particularly described in the notice attached hereto as Exhibit “A”, and for costs of issuance and professional services rendered in connection therewith pursuant to Texas Local Government Code Sections 271.041 - 271.064, as amended; and

WHEREAS, the Commissioners Court of the County has determined that it is in the best interest of the County and otherwise is desirable to issue a series of certificates of obligation in a principal amount not to exceed SEVENTEEN MILLION DOLLARS (\$17,000,000.00) to be known as the “Jefferson County, Texas Certificates of Obligation, Series 2019” (hereinafter referred to as the “Certificates”) to finance the Project and to pay for costs of issuance and professional services rendered in connection therewith; and

WHEREAS, in connection with the issuance of the Certificates, the Commissioners Court intends to publish notice of the intent of the County to issue the Certificates in accordance with the requirements of the Texas Local Government Code Section 271.049, as amended; and

WHEREAS, the Commissioners Court has been presented with and has examined the proposed form of notice attached hereto as Exhibit “A” to be published and finds that the form and substance thereof are satisfactory and that the recitals and findings contained therein are true, correct and complete; and

WHEREAS, for purposes of providing for the sale of the Certificates, the Commissioners Court intends to authorize the preparation of a Notice of Sale and a Preliminary Official Statement to be used in the public offering of the Certificates;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct.

Section 2. The Commissioners Court hereby approves the form of the Notice of Intention to Issue Certificates of Obligation presented to the Commissioners Court in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference (the “Notice”). The Commissioners Court hereby authorizes the County Judge, the County Clerk or any other official of

the County to execute and deliver the Notice on behalf of the County, with such changes therein and additions thereto as the person executing same may approve, such approval to be conclusively evidenced by such execution thereof. The Commissioners Court hereby authorizes and directs the County Judge, the County Clerk or any other official of the County to cause the Notice to be published in the manner required by law in a newspaper of general circulation in the County.

Section 3. The Notice set forth in Exhibit "A" attached hereto shall be published in English and in Spanish once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the County, the date of the first publication to be not less than thirty (30) days prior to the date tentatively set in the Notice for the passage of the order authorizing the issuance of such Certificates of Obligation.

Section 4. The Commissioners Court hereby approves the preparation and distribution by the County's financial advisor to prospective bidders of the Certificates of a Notice of Sale and a Preliminary Official Statement, as the same may be completed, modified or supplemented with the approval of the County Judge, the County Auditor, the County Clerk or any other authorized officers and agents of the County.

Section 5. The County Judge, the County Clerk, and other officials of the County are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 6. This resolution shall take effect immediately upon its passage.

Section 7. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by the Texas Government Code Chapter 551, as amended.

PASSED AND APPROVED this 8th day of April, 2019.



COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

ATTEST:



County Clerk
JEFFERSON COUNTY, TEXAS

(SEAL)



EXHIBIT "A"

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

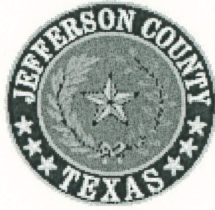
NOTICE IS HEREBY GIVEN that the Commissioners Court of Jefferson County, Texas (the "County"), will meet at the Jefferson County Courthouse, 1149 Pearl, Beaumont, Texas 77701, in the Commissioners Courtroom on the 4th Floor of the Courthouse, at 1:30 p.m., on the 13th day of May, 2019, which is the time and place tentatively set for the passage of an order and to take such other action as may be deemed necessary to authorize the issuance of the County's Certificates of Obligation, Series 2019, in the maximum aggregate principal amount not to exceed \$17,000,000.00, payable from the County ad valorem taxes and from a subordinate lien and limited pledge of future RV Park revenues (in an amount not to exceed \$10,000) to be realized by the County from the RV Park located adjacent to the Ford Park Entertainment Complex, bearing interest at a rate or rates, not in excess of that prescribed by law, and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the County for the purpose of paying contractual obligations of the County to be incurred for making repairs, improvements, renovations and upgrades to County owned buildings and purchasing certain equipment, software and machinery for County owned buildings (the "Project") and to pay the cost of issuance of such obligations and professional services incurred in connection therewith. The Project to be financed with the proceeds of the Certificates includes: (1) LED lighting upgrades, DDC Building automation system upgrades and water conservation upgrades to County owned buildings and facilities, (2) chiller replacements and piping upgrades to the Jefferson County Courthouse plant, (3) air-cooled DX AC replacements for multiple County owned building, (4) computer maintenance management systems for County owned buildings, (5) HHW/DX cooling replacement for the Minnie Rogers Juvenile Justice Center Building, (6) chiller replacements and piping upgrades for Ford Arena Plant, (7) CHW/HHW Air Handling Unit

Replacements for the downtown County Jail and the old Jefferson County Courthouse, (8) phone system and security camera upgrades for the Jefferson County Correctional Facility, (9) CHW/HHW air handling unit replacement for the Main Terminal of the Jefferson County Airport, (10) walk-in freezer and cooler upgrades in multiple County owned buildings, (11) smoke purge fan upgrades for and resealing and repairs to the downtown County Jail, and (12) gate access and camera upgrades for the Jefferson County Airport.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE COUNTY, this 8th day of April, 2019.



Jeff Branick, County Judge
Jefferson County, Texas

**AGENDA ITEM****April 8, 2019**

Consider and approve acceptance of sculpture regarding a Vietnam Veterans Memorial sculpture for the Ben J. Rogers Visitors Center from VVA Chapter. (Vietnam Veterans of America)

Loma George

From: LaRue Rougeau <lrougeau@co.jefferson.tx.us>
Sent: Thursday, April 04, 2019 9:22 AM
To: 'Natalie Roberts'; 'Loma George'
Subject: FW: Vietnam Veterans Memorial Info
Attachments: Vietnam Veterans Memorial.jpg; SKM_C30819032009040.pdf

Comm. Alfred asked that I forward this to you.

LaRue Rougeau

Operations Manager
 Ben J. Rogers Regional Visitors Center
 5055 I-10 South
 Beaumont, TX 77705

409-842-0500
 409-842-0501 fax
 1-866-432-8951

From: Kathi Hughes [mailto:khughes@co.jefferson.tx.us]
Sent: Wednesday, March 20, 2019 12:12 PM
To: LaRue Rougeau <lrougeau@co.jefferson.tx.us>
Subject: FW: Vietnam Veterans

From: sandrawr2@aol.com [mailto:sandrawr2@aol.com]
Sent: Wednesday, March 20, 2019 10:25 AM
To: ealfred@co.jefferson.tx.us; khughes@co.jefferson.tx.us
Cc: kerwintx@aol.com; Sandrawr2@aol.com
Subject: Vietnam Veterans

Good morning Commissioner Alfred and Kathi,
 Last night at our monthly VVA Chapter meeting, one of our members brought forth a proposal from Ron Petit regarding a Vietnam Veterans Memorial sculpture. I have attached copies of the drawing and a photo of the same sculpture Ron did in another state. As you remember Ron was the sculptor of the All Veterans Monument at the Ben J. Rogers. After discussion, I volunteered to reach out to you both to inquire about placing the memorial behind the monument. After reviewing the design, our chapter feels it is a beautiful reminder of the sacrifices our Vietnam Veterans have made.

March 29th is designated as Vietnam Veterans Day nationwide. For the last several years our chapter has held a short service and refreshments at Ben J. Rogers to commemorate the day. Ron believes so strongly in this project and because he is a "hometown guy" that he is waiving all labor cost for the project. The estimated cost to the chapter is \$50,000 for

materials & any additional labor required which we feel like is attainable. Ron's goal is to have the project completed and dedicated on March 29, 2020. As you are well aware of our Vietnam Veterans are passing away daily. This memorial would provide a lasting tribute to those who served and those who gave their all.

We know this must go before Commissioners Court and we hope you will give us your blessing to have this lasting Memorial on county grounds. When completed both the monument and memorial would a beautiful tribute of our nation's Veterans and an asset to the center.

Also may I add our Chapter is hosting the bi-annual meeting the Vietnam Veterans of America Texas Council April 2020 here in Beaumont. It has been several years since we hosted and we always have a great turnout.

Please let us know your thoughts and how to proceed.

Respectfully,
Sandra Womack
409-781-0778





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

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

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

April 3rd, 2019

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

Dear Judge and Commissioners:

Attached are certificates documenting all of my continuing education as required by law. Please put this on the agenda to receive and file.

Sincerely,

Charlie Hallmark, CIO

For Commissioners Court Agenda, April 8, 2019
Agenda should read:

Receive and File Certificates for Jefferson County Treasurer, Charlie Hallmark, to verify completion of:
(a) Mandatory County Treasurer Education Training required under Local Government Code 83.003 and,
(b) Mandatory Public Funds Continuing Education Training required by Government Code 2256.008 also known as the Public Funds Investment Act.

Texas Association of Counties

Certificate of Attendance

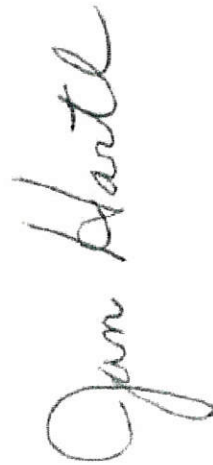
presented to

Mr. Charlie Hallmark
Jefferson County

for completion of educational instruction during the

2018 New Treasurers' Seminar

December 11-14 • Embassy Suites San Marcos Hotel • San Marcos, Texas

A handwritten signature in cursive script, reading "Jan Hartl".

Honorable Jan Hartl, President
County Treasurers' Association of Texas

A handwritten signature in cursive script, reading "Alan Dierschke".

Honorable Alan Dierschke, Chair
Certification and Validation Committee



Emmett & Miriam
McCoy
College of Business Administration

Texas Association of Counties

Certificate of Achievement
County Investment Academy

This certifies that

Hon. Charlie Hallmark

Successfully completed the Basics of County Investments Course offering investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act and demonstrated a thorough understanding of Texas laws governing the investment of public funds. This and the ongoing commitment to continuing education provide maximum benefit to

Jefferson County

Issued by the Texas Association of Counties on the 13 day of March A.D., 2019

The County Investment Academy is a partnership between the Texas Association of Counties and the McCoy College of Business Administration at Texas State University.

Larry Gallardo

Hon. Larry Gallardo, President

Susan M Redford

Ms. Susan M. Redford, Executive Director

GFOAT Region 16
Government Finance Officers Association of Texas
CPE Sponsor ID – 009450

Certificate of Attendance
presented to

Charlie Hallmark

For completion of one hour of training at the Regional Semi-Annual
Meeting program presented by
Josh Rodriguez and Kim Maxey
with Wells Fargo Bank on

"Bank Fraud and Best Practices"

February 28, 2019
Nederland, Texas

Permit No. 03-U-19Precinct No. 2,3&4Bond No. 800041819

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

Date 3/27/19

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

SDT SOLUTIONS, LLC. (Company) does hereby made application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a utility or common carrier pipeline for the distribution of
FIBER OPTICS FOR ENTERGY, location of which is fully described as
follows: MULTIPLE LOCATIONS; ROLLINS RD; CRAIGEN RD; PATTERSON RD; BOONDOCKAS RD;
Burrell-Wingate RD; OLD FANNETT RD; LABELLE RD; BLEWETTE RD
SEE PRECINCT SET OF PLANS PROVIDED TO JEFFERSON COUNTY.
128 pages of drawings attached.

Construction will begin on or after APRIL 15, 2019.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
2003, 2011, and all subsequent revisions thereof to date.

Company SDT SOLUTIONS, LLC. (FOR UTILITY/ENTERGY)By JASON JONES 601-754-7204Title PROJECT MANAGERAddress 130 N SECOND STBROOKHAVEN MS, 39602FAX 601 823 3503Telephone 601 823 9440

FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

<u>29</u> road crossing @ \$100.00	\$ <u>2,900</u>
<u>13.6</u> miles parallel @ \$150.00/mile or fraction	\$ <u>2,040</u>
TOTAL	\$ <u>4,940</u>

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

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 825,000.00

Stan Layland
Director of Engineering

04/08/19
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 825,000.00 . Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By


County Judge

KNOW ALL MEN BY THESE PRESENTS:

DOLLARS.

Maureen McNeill, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Francis J. Curran, Marina A. Kenney, Maureen McNeill**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-sixth day of October, 2017.

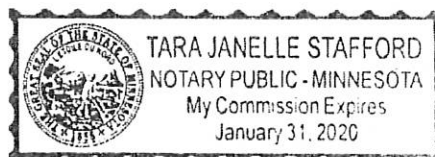
STATE OF MINNESOTA
HENNEPIN COUNTY




By


Paul J. Brehm, Senior Vice President

On this twenty-sixth day of October, 2017, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



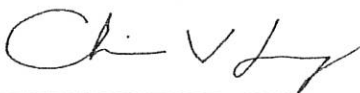

Notary Public

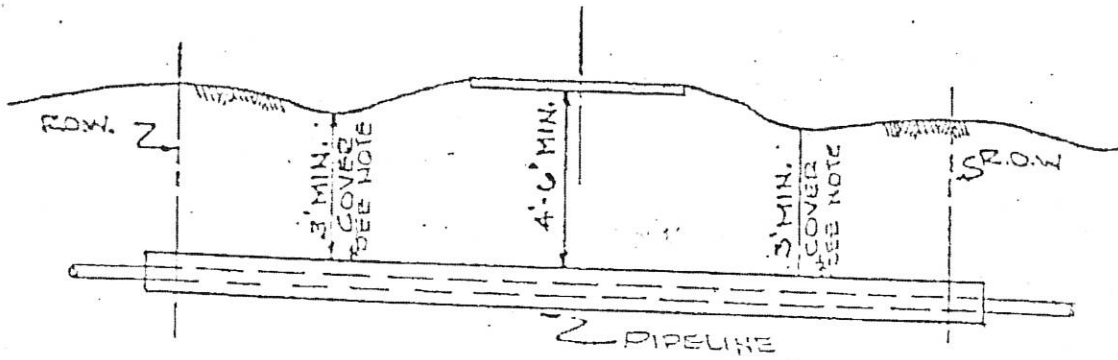
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of March, 2019

This Power of Attorney expires
October 1, 2019



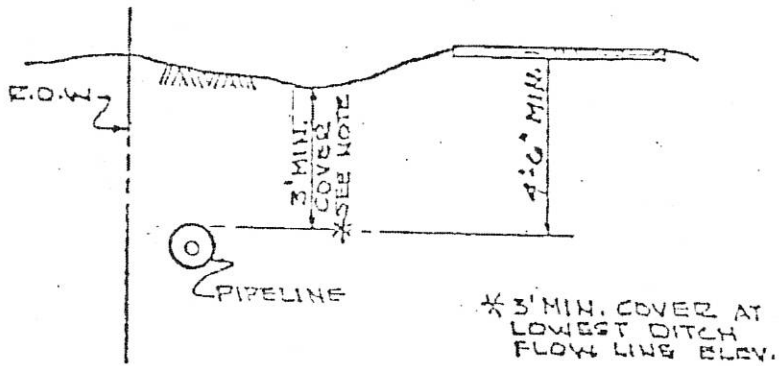

Christopher V. Jerry, Secretary



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

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

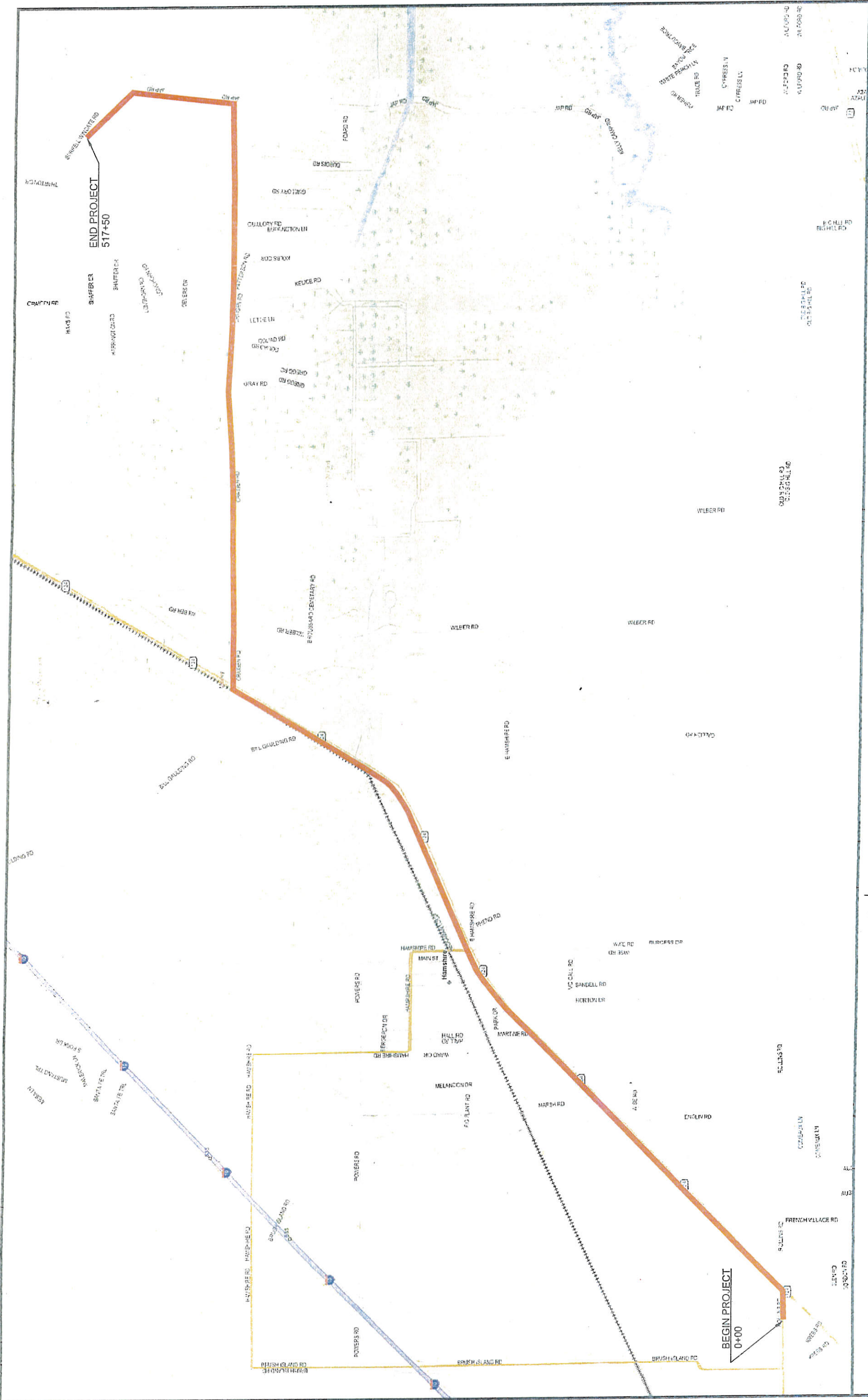
1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)
12-7-79 NO SCALE [signature]



NOTE:
UNITY FIBER HAS LOCATED ALL EXISTING UTILITIES.
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO
CONSTRUCTION. UNITY FIBER WILL MAINTAIN 24" FROM EXISTING
UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.

ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING. PRIOR TO ANY WORK PERFORMED. UNITY FIBER: 251-662-1170		INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF UNITY FIBER		Uniti Fiber		EHH-118	
DATE:	REVISIONS	SCALE:	1"=50'	PROJ. NO.:	N/A	DATE:	03/25/19
		INDEX REF.:		ENG.:	M. BOYKIN	DRAWN BY:	L. GEORGE
		ROUTE SCHEM.:	N/A	SPLICE DWG.:	N/A	DWG. NO.:	MAP

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and,
 2. It serves a public purpose; and,
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (940) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 1/4 sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with 1/2" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

MEMORANDUM

Date: April 3, 2019

To: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

From: Chief Deputy John Shauberger

Re: Interlocal Cooperation Agreement with Chambers County and LaSalle Corrections

Please consider and possibly approve the attached interlocal agreement with Chambers County Texas, Southwestern Correctional LLC doing business as LaSalle Corrections and Jefferson County Texas. The purpose of this agreement is to establish terms and conditions under which Jefferson County will provide to Chambers County detention services. These services entail housing Chambers County inmates at the Jefferson County Downtown Jail currently operated by LaSalle Corrections.

Sincerely,



Chief John Shauberger

STATE OF TEXAS § INTERLOCAL COOPERATION
COUNTY OF §
CHAMBERS § AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into effective date as dated by signatures by and between the COUNTY OF CHAMBERS, a political subdivision of the State of Texas ("COUNTY"), COUNTY OF JEFFERSON, a political subdivision of the State of Texas ("CONTRACTOR"), and SOUTHWESTERN CORRECTIONAL, LLC doing business as LASALLE CORRECTIONS, operator of the Jefferson County Jail and a Texas limited liability corporation with an address of 26228 Ranch Road 12, Dripping Springs, Texas 78620 ("OPERATOR"). COUNTY, CONTRACTOR, and OPERATOR may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, COUNTY is seeking to provide for the housing and care of certain inmates of COUNTY; and

WHEREAS, CONTRACTOR currently has excess capacity and the ability to provide housing and care for such inmates at the Jefferson County Downtown Jail ("Jail");

WHEREAS, OPERATOR currently operates the Jail on behalf of CONTRACTOR under the Jefferson County Jail Management Services Contract signed on December 10, 2018, between CONTRACTOR and OPERATOR ("Operation Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which CONTRACTOR will provide detention services for inmates of COUNTY at the Jail operated and managed by OPERATOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions under which CONTRACTOR will provide to COUNTY detention services for COUNTY inmates at the Jail managed and operated by OPERATOR.

ARTICLE II

TERM

- 2.1 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2019. COUNTY and CONTRACTOR may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2020 through December 31, 2023. The Agreement shall renew automatically upon the expiration of the current term unless either COUNTY or CONTRACTOR provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least ninety (90) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.

- 2.2 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the Chambers County Commissioners Court to meet the COUNTY'S fiscal obligations herein, or if sufficient funds are not appropriated by the Jefferson County Commissioners Court to meet the CONTRACTOR'S service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-- terminating Party sixty (60) days' written notice prior to such termination.

- 2.3 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either COUNTY or CONTRACTOR may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate. Upon termination of this agreement, return of the COUNTY inmates to Chambers County Sheriff will be transported within forty-eight (48 hours) or a time mutually determined by CONTRACTOR and COUNTY and all costs are born by Chambers County.

ARTICLE III

DESIGNATED REPRESENTATIVES

- 3.1 COUNTY hereby appoints Sheriff Brian C. Hawthorne, Chambers County Sheriff, as its designated representative under this Agreement.

- 3.2 CONTRACTOR hereby appoints Zena Stephens Jefferson County Sheriff, as its designated representative under this Agreement.

- 3.3 OPERATOR hereby appoints Tim Kurpiewski, LaSalle Corrections, Chief Financial Officer, is its designated representative under this Agreement.

- 3.4 A Party may change its designated representatives at any time by providing the other Parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV

OBLIGATIONS

- 4.1 CONTRACTOR agrees to provide for housing and safekeeping of inmates of COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"). The Parties agree that any inmate of COUNTY shall be eligible for incarceration at the Jail under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in place at the Jail. CONTRACTOR understands and agrees that COUNTY shall have sole discretion as to the number of inmates of COUNTY to send to the Jail, including whether to send any inmates at all, and that COUNTY does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, COUNTY understands and agrees that CONTRACTOR will house COUNTY'S inmates provided the Jail has available beds.
- 4.2 CONTRACTOR through its contract with OPERATOR shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to COUNTY'S inmates shall also be in accordance with CONTRACTOR'S Health Services Plan for CONTRACTOR'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, and Rule 273.2.
- 4.3 COUNTY and CONTRACTOR agree that the CONTRACTOR through its contract with the OPERATOR will be responsible for the transportation of inmates of COUNTY to and from the Jail once per week, if needed, and any additional transportation will be billed at the rate of \$.55 per mile and \$17.00 per guard hour. COUNTY will provide a minimum 24 hour notice of the total number and identity of all inmates to be transported, both regular scheduled and special transports if possible. COUNTY will also provide 24 hour notice if no transports are needed for regular transport days.
- 4.4 CONTRACTOR through its contract with OPERATOR agrees to provide reasonable medical services to inmates of COUNTY only as follows:
- (a) CONTRACTOR through its contract OPERATOR shall provide routine medical services to inmates of COUNTY in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
 - (b) CONTRACTOR through its contract OPERATOR shall provide non-routine medical services to inmates of COUNTY, which are necessitated by an emergency or by a life threatening medical situation, including

Ambulance transportation or emergency flight, if required, at the cost of **COUNTY.**

In the event an inmate of COUNTY requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments, CONTRACTOR agrees to contact COUNTY'S Designated Representative to advise the Designated Representative of the County: (i) the identity of the COUNTY inmate; (ii) the type of the medical services and/or treatments CONTRACTOR has determined the COUNTY inmate requires; (iii) any services or treatments the COUNTY inmate has received at the Jail in connection with the illness or condition for which CONTRACTOR is contacting COUNTY'S Designated Representative; (iv) a contact name and telephone number for the representative with OPERATOR that determined the medical services and/or treatments are necessary for the COUNTY inmate; and (v) the arrangements which have been made to transport the COUNTY inmate back to Chambers County to receive the medical services and/or treatments. In addition, should a COUNTY inmate be hospitalized for any reason at a non- Chambers County facility, CONTRACTOR shall provide COUNTY with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the COUNTY inmate that is familiar with the COUNTY inmate's condition.

- 4.5 CONTRACTOR and OPERATOR understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.
- 4.6 CONTRACTOR reserves the right for CONTRACTOR and/or OPERATOR to review the background of inmates sought to be transferred to the Jail, and COUNTY agrees to cooperate with and provide information reasonably requested regarding any such inmate. CONTRACTOR reserves the right to refuse acceptance of any such inmate if, in the reasonable judgment of CONTRACTOR'S Designated Representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Jail.
- 4.7 CONTRACTOR and OPERATOR further agree that should a prisoner be injured while being housed by CONTRACTOR, that CONTRACTOR and/or OPERATOR will within ten (10) hours notify COUNTY of said injury and provide COUNTY with copies of all incident reports relating to the injury.
- 4.8 CONTRACTOR shall only be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage or loss is caused by the fault or negligence of Contractor, its agents or employees. COUNTY shall only be liable for any injuries, death, damage, or loss to the extent that such Injury, death, damage or loss is caused by the fault or negligence of County and its employees.

- 4.9 INDEMNIFICATION. AS OPERATOR BENEFITS FINANCIALLY FROM THE TERMS OF THIS AGREEMENT, OPERATOR AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR AND COUNTY AND T H E I R OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY CONTRACTOR AND COUNTY AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM ANY CAUSE OR CLAIM OR ANY NEGLIGENT OR WRONGFUL ACT OR FAILURE TO ACT BY OPERATOR OR its OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ITS SUBCONTRACTORS OR ASSIGNS, FOR LIABILITIES THAT ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF OPERATOR IN its OPERATION OF THE JAIL UNDER THE OPERATION AGREEMENT OR THIS AGREEMENT. THIS INDEMNITY SHALL NOT COVER ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES CAUSED BY, OR RESULTING FROM, LIABILITIES THAT ARE ATTRIBUTABLE TO THE GROSS NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR COUNTY OR THEIR OFFICIALS EMPLOYEES, AGENTS OR REPRESENTATIVES OR ANY LEGAL ENTITY FOR WHOSE NEGLIGENT ACTION OR OMISSION COUNTY MAY BE LIABLE. THIS PROVISION DOES NOT AFFECT OR ALLEVIATE ANY DUTIES OF OPERATOR TO CONTRACTOR THAT EXIST PURSUANT TO THE JEFFERSON COUNTY JAIL MANAGEMENT SERVICES CONTRACT SIGNED ON DECEMBER 10, 2018 BETWEEN OPERATOR AND CONTRACTOR.
- 4.10 CONTRACTOR shall require OPERATOR to maintain, at a minimum, and OPERATOR agrees to maintain the insurance required in the Operation Agreement, Article IX. OPERATOR agrees to add COUNTY (i.e. Chambers County, the Chambers County Sheriff, the County Judge and the County Commissioners) as additional insureds to the insurance policy required in the Operation Agreement with CONTRACTOR. The CONTRACTOR agrees to provide a certificate of insurance to COUNTY within seven days from the approval of this agreement by CONTRACTOR.

ARTICLE V

PAYMENT FOR SERVICES

- 5.1 COUNTY agrees to pay CONTRACTOR a per-diem rate for detention services under this Agreement in the amount of FORTY NINE DOLLARS AND 00/100 (\$49.00) for each inmate for each day that detention services are provided from the effective date. The Parties agree that a portion of any day shall be computed as a full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the Jail. COUNTY shall not be responsible for any pro-rated per diem fees for any partial day that includes the

- 5.2 COUNTY understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) hereinabove shall be the responsibility of COUNTY.
- 5.3 CONTRACTOR and/or OPERATOR agrees to issue a monthly invoice to COUNTY addressed to the Chambers County Auditor at P.O. Box 910, Anahuac, Texas 77514. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of COUNTY under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by CONTRACTOR hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by COUNTY, then COUNTY agrees to notify CONTRACTOR in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by COUNTY until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.
- 5.4 Payments by COUNTY to CONTRACTOR for the detention services provided under this Agreement must be made from current revenues available to COUNTY. The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation by COUNTY to cover the provisions of the Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY. The failure of COUNTY to appropriate sufficient funds will not cause COUNTY to be in default under this Agreement, and CONTRACTOR'S sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VI

RECORDS

- 6.1 COUNTY agrees to provide CONTRACTOR and/or OPERATOR with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of COUNTY for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.
- 6.2 Upon request, CONTRACTOR and/or OPERATOR agrees to provide COUNTY with copies of any records or reports maintained by CONTRACTOR that are applicable to the particular inmate of COUNTY relating to that inmate's detention at the Jail under this Agreement.

- 6.3 The Parties agree that neither CONTRACTOR nor OPERATOR shall be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, .CONTRACTOR shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of COUNTY. **COUNTY AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY CONTRACTOR, its OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM COMPUTATION OR PROCESSING OF ANY INMATE'S TIME/AWARD/CREDITS AND DISCHARGE DATES SUBJECT TO THE LIMITATION OF ARTICLE 11, SECTION 7, OF THE TEXAS CONSTITUTION.**
- 6.4 COUNTY agrees to comply with all of CONTRACTOR'S booking procedures. CONTRACTOR and/or OPERATOR hereby agree to furnish COUNTY with a copy of those procedures on, or prior to, execution of this Agreement by CONTRACTOR.

ARTICLE VII TEXAS LAW TO APPLY

- 7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE VIII LEGAL CONSTRUCTION

- 8.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE IX AMENDMENTS

- 9.01 No amendment, modification, or alteration of the terms hereof shall be binding Unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of COUNTY, CONTRACTOR, and OPERATOR.

ARTICLE X NOTICES

10.01 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

To COUNTY: Chambers County Judge
Jimmy Sylvia
404 Washington Ave.
Anahuac, Texas 77514

With copy to: Sheriff Brian C. Hawthorne
Chambers County Sheriff's
201 North Court
Anahuac, Texas 77514

To CONTRACTOR Judge Jeff Branick
Jefferson County Judge
1149 Pearl Street
Beaumont, Texas 77701

With copy to: Sheriff Zena Stephens
Jefferson County Sheriff's Office
1001 Pearl Street
Beaumont, Texas 77701

To OPERATOR: Tim Kurpiewski
LaSalle Southwest Corrections
26228 Ranch Road 12 Dripping
Springs, TX 78620

ARTICLE XI
ASSIGNMENT

11.01 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

ARTICLE XII
COMPLIANCE WITH LAWS AND ORDINANCES

12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

ARTICLE XIII
PRIOR AGREEMENTS SUPERSEDED

13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XIV
MULTIPLE COUNTERPARTS

14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XV
PARTIES BOUND

15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third party beneficiaries to this Agreement.

EXECUTED IN TRIPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 18TH DAY OF MARCH, 2019.

COUNTY OF JEFFERSON

COUNTY OF CHAMBERS

By: _____ By: _____
 Jeff Branick Jimmy Sylvia
 County Judge County Judge

ATTEST: _____ ATTEST: _____

County Clerk County Clerk

APPROVED: APPROVED:

By: _____ By: _____
 Zena Stephens Brian C. Hawthorne
 Jefferson County Sheriff Chambers County Sheriff

LASALLE
 CORRECTIONS:

By: _____

Chief Financial Officer
 Tim Kurpiewski



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

MEMORANDUM

DATE: April 3, 2019

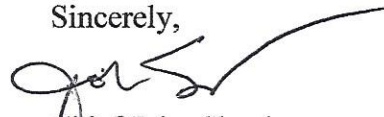
TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: Memorandum of agreement

Please consider and possibly approve a memorandum of agreement between United States Coast Guard and Jefferson County Sheriff's Office regarding the use of **VHF-FM USCG COMMAND AND CONTROL CHANNELS CGIII, CG112 and CG121**. The purpose of this agreement is to allow the use of USCG channels by Jefferson County Sheriff's Office to communicate with USCG assets.

Sincerely,


Chief John Shauberger

MEMORANDUM OF AGREEMENT between
UNITED STATES COAST GUARD and
JEFFERSON COUNTY SHERIFF'S OFFICE
regarding the use of

**VHF-FM USCG COMMAND AND CONTROL CHANNELS CGIII
(162.3250 MHz), CG112 (163.0500) AND CG121 (165.3125 MHz)**

1. **PARTIES.** The parties to this agreement are the United States Coast Guard (USCG) and Jefferson County Sheriff's Office (JCSO).
2. **AUTHORITY.** This agreement is authorized under the provisions of 14 U.S.C. §141.
3. **PURPOSE.** The purpose of this agreement is to set forth terms by which the USCG authorizes CPSO to use USCG Channels CG111 (162.3250 MHz), CG112 (163.0500) and CG121 (165.3125 MHz) to communicate with USCG assets.
4. **RESPONSIBILITIES.** The use of CG111 (162.3250 MHz), CG112 (163.0500) and CG121 (165.3125 MHz) are subject to the following guidelines:

JCSO:

- a. Use shall be limited solely to communications with the USCG on matters to Safety, Search and Rescue (SAR), Law Enforcement (LE), Environmental Protection, Ports Waterways and Coastal Security (PWCS) and to conduct Regional Coordinating Mechanism (RECOM) operations. The use of these frequencies to communicate with non-USCG units is not authorized.
- b. Usage by your agency will not interfere with USCG communications.
- c. Encrypted communications shall be used when transmitting operational traffic over these frequencies. USCG Advance Encryption Standard (AES) key must be obtained from Customs and Border Protection (CBP) National Law Enforcement Communications Center (NLECC) via a registered Key Variable Loader (KVL) or registered radio capable of Over The Air Rekey (OTAR). USCG AES encryption key must not be disseminated to other agencies. Your agency is responsible to immediately notify the USCG and CBP NLECC of any loss of a radio holding USCG tactical encrypted key.
- d. Commander, Coast Guard Sector Houston-Galveston, TX is the controlling authority for use of these frequencies within his/her area of responsibility. You are subject to the controls and limitations as set forth by him/her.
- e. Use of this frequency shall be immediately terminated upon request of the USCG in the event that USCG operations warrant such a request.

MOA/USCG & TP&W USE OF VHF-FM CGIII (162.3250 MHz), CG112 (163.0500) and CG121 (165.3125 MHz)

- f. This MOA supersedes any prior authorizations regarding JCSO's use of the frequencies outlined in this MOA.

5. POINTS OF CONTACT.

United States Coast Guard

Captain Kevin D. Oditt
Sector Commander
Coast Guard Sector Houston-Galveston
13411 Hillard St
Houston, TX 77034
E-Mail: Kevin.D.Oditt@uscg.mil
Phone: (281) 464-4802

Jefferson County Sheriff's Office

Sheriff Zena Stephens
Jefferson County Sheriff's Office
1001 Pearl St. #103
Beaumont, TX 77701
Phone: (409) 835-8411

6. OTHER PROVISIONS.

- a. Nothing in this MOA is intended to conflict with current law or regulations or the directives of the USCG or Department of Homeland Security. If a term of this MOA is inconsistent with such authority then that term shall be invalid but the remaining terms and conditions of this MOA shall remain in full force and effect.
- b. Neither party to this agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents and volunteers as a result of its execution of this agreement and the performance of the covenants contained herein.
- c. The USCG shall defend, indemnify and hold its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentions acts or omissions of the USCG, its officers, employees, or agents, and further, only to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 *et seq.*).
- d. No provision of this MOA will be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

MOA/USCG & TP&W USE OF VHF-FM CGIII (162.3250 MHz), CG112 (163.0500) and CG121 (165.3125 MHz)

- e. The United States' liability for damage to or loss of property, personal injury or death resulting from the official activities of the USCG shall be governed by relevant federal statutes which may authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.S.C. § 601-613), the Military Claims Act (10 U.S.C. § 2733), and the governing Federal Regulations found at 33 CFR part 25.
 - f. No agency relationship is created. JCSO deputies shall not be deemed federal officers, or employees of the federal government as defined and provided for in Title 5, United States Code for any purposes. No employee of the JCSO shall be deemed to be a federal employee for the purposes of any law or regulation administered by the office of personnel management, nor shall any such JCSO employee be entitled to any additional pay, allowance or inducement from the federal government. Nothing in this provision creates any employment status or requires the United States to provide any employment or disability benefits payable to any JCSO employee.
 - g. This agreement does not relieve JCSO of the requirement of obtaining a valid FCC license to operate on CG 111 (162.3250 MHz), CG 112 (163.0500) and CG121 (165.3125 MHz).
7. **EFFECTIVE DATE.** The terms of this agreement will become effective on 08 April 2019.
 8. **MODIFICATION.** This agreement may be modified upon the mutual written consent of all parties.
 9. **TERMINATION.** Subject to your acceptance of these conditions, this agreement will remain valid until superseded by future correspondence or no longer than five years. At such time, your office will be required to renew this agreement. Further liaison with Coast Guard Sector Houston-Galveston, TX is recommended. If you have any questions or need additional information, please do not hesitate to contact the Sector Houston-Galveston Command Center at (281)464-4851.

Date:

Signature: _____
 Captain Kevin D. Oditt
 Sector Commander
 United States Coast Guard
 Sector Houston-Galveston

Signature: _____
 Sheriff Zena Stephens
 Jefferson County Sheriff's Office

Regular, April 08, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 08, 2019