

SPECIAL, 4/29/2019 1:30:00 PM

BE IT REMEMBERED that on April 29, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY PORTER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
April 29, 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 29, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **29th** 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Discuss and possible approve the County Purchasing Agent to enter into contract negotiations for (RFP 18-049/YS), Security Personnel Services for Jefferson County.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Discuss and possible approve the County Purchasing Agent to enter into contract negotiations for (RFP 18-059/YS), Food Service Consulting and Management Services for Jefferson County Correctional Facility.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve disposal of 2013 Chevrolet Tahoe VIN 1GNLC2E02DR174007 to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve budget transfer - Service Center - additional cost for replacement of rolling jack.

120-8095-417-3084	MINOR EQUIPMENT	\$3,000.00	
120-8095-417-4011	EQUIPMENT- MISCELLANEOUS		\$3,000.00

SEE ATTACHMENTS ON PAGES 8 - 8

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 29, 2019*

5. Consider and approve budget transfer - JP Pct.1, Pl.2 - additional cost for new clerk and clerk school.

120-2042-412-5062	TRAVEL EXPENSE	\$700.00	
120-2042-412-2003	EMPLOYEES' INSURANCE		\$700.00

SEE ATTACHMENTS ON PAGES 9 - 9

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

6. Receive and file Ford Park - Operations Audited Financial Statement for the period ending September 30, 2018.

SEE ATTACHMENTS ON PAGES 10 - 18

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

7. Receive and file the Ford Park – Operations SAS 114 Letter from Whitley Penn LLP for the fiscal year ended September.

SEE ATTACHMENTS ON PAGES 19 - 21

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

8. Consider and approve electronic disbursement for \$1,076,983.91 to LaSalle for revenue received from entities for inmate housing.

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

Notice of Meeting and Agenda and Minutes
April 29, 2019

9. Consider and approve rental of temporary chiller for The Beaumont Courthouse. Rental is approximately \$18,000 per month.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

10. Regular County Bills - check #458611 through checks #458813.

SEE ATTACHMENTS ON PAGES 22 - 29

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY CLERK:

11. Consider and approve the Resolution recognizing Judy Copeland for her service to Jefferson County and its citizens and wishing her well on her retirement.

SEE ATTACHMENTS ON PAGES 30 - 30

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:

12. Consider and possibly approve a Proclamation for National Mental Health Awareness Month.

SEE ATTACHMENTS ON PAGES 31 - 31

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 29, 2019

13. Consider and possibly approve expenditure of \$2500 out of County GOMESA funds for the Gulf of Mexico Alliance and authorize out-of-state travel for the County Judge to speak/solicit funding from the BP Oil Spill fines in Gulf Shores, Alabama June 11-12, 2019.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

14. Accept grant award from One Star Foundation and Rebuild Texas in the amount of \$81,180 for retrofit of Jerry Ware Terminal.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

15. Receive and file executed and previously approved Professional Services Agreement between Lone Star Pace, LLC and Jefferson County.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED SEE ATTACHMENT ON PAGES 48-59

COUNTY TREASURER:

16. Receive and File Investment Schedule for March 2019, including the year to date total earnings on County Funds.

SEE ATTACHMENTS ON PAGES 32 - 34

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

RISK MANAGEMENT:

17. Consider and possibly approve Mosquito Control Aircraft Liability Insurance renewal with Westchester Fire Insurance Company, effective April 24, 2019, for an annual premium of \$12,595.00.

SEE ATTACHMENTS ON PAGES 35 - 46

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

18. Consider and possibly adopt a Resolution recognizing James R. Franklin for his dedicated service to Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well on his retirement.

SEE ATTACHMENTS ON PAGES 47 - 47

Motion by: Commissioner Arnold

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**

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Wednesday, April 24, 2019 9:41 AM
To: Fran Lee
Subject: budget amendment

I need the following amount 3000.00 transfer from account 120-8095-417-40-11 to account 120-8095-417-30-84.
To replace 7000lb rolling jack for the vehicle lift.

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



(409)835-8457
(409)839-2393 FAX

1085 PEARL ST., RM 104
BEAUMONT, TX 77701

BENJAMIN "BEN" COLLINS SR.
JUSTICE OF THE PEACE PRECINCT 1, PLACE 2

MEMORANDUM

To: Auditor
Attn: Fran

From: Benjamin "Ben" Collins Sr,
Justice of the Peace Pct. 1 Pl. 2

Date: April 24, 2019

Re: Additional Travel Expense

Please consider and approve line item transfer for upcoming New Clerk and Clerk Seminars in May as follows:

\$700.00	from account number	120-2042-412.20-03	Employee' Insurance
	to account number	120-2042-412.50-62	Travel Expense

Thank you,

FORD PARK - OPERATIONS
AUDITED FINANCIAL STATEMENTS
September 30, 2018

FORD PARK – OPERATIONS**TABLE OF CONTENTS***September 30, 2018*

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INDEPENDENT AUDITORS' REPORT

To the Management of
 Ford Park – Operations
 Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of Ford Park - Operations as of and for the year ended September 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ford Park - Operations as of September 30, 2018, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by Ford Park - Operations, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2018, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Handwritten signature in cursive script that reads "Whitley Penn LLP".

Houston, Texas
March 8, 2019

FORD PARK - OPERATIONS
STATEMENT OF NET POSITION
September 30, 2018

Assets

Current assets:

Cash and investments	\$ 1,482,461
Accounts receivable (note 2)	194,140
Prepaid expenses	53,439
Inventory, at cost	<u>86,844</u>
Total assets	<u><u>1,816,884</u></u>

Liabilities

Current liabilities:

Accounts payable	241,832
Accrued expenses	404,790
Unearned revenue (note 3)	114,855
Customer deposits	<u>19,268</u>
Total liabilities	<u><u>780,745</u></u>

Net Position

Unrestricted	<u>1,036,139</u>
Total Net Position	<u><u>\$ 1,036,139</u></u>

The accompanying notes to the financial statements
are an integral part of the statement.

FORD PARK - OPERATIONS
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION
For the Fiscal Year Ended September 30, 2018

Operating Revenues	
Charges for services	\$ 3,568,693
Total operating revenues	<u>3,568,693</u>
Operating Expenses	
Administrative	184,342
Contracted services	18,000
Insurance	346,357
Event expenses	1,799,965
Maintenance and repairs	272,954
Management fees	224,319
Materials and supplies	28,260
Operations expenses	55,542
Salaries and benefits	1,510,759
Utilities	710,574
Total operating expenses	<u>5,151,072</u>
Operating income before transfers	(1,582,379)
Transfers	<u>1,933,941</u>
Change in net position	351,562
Net Position, beginning	<u>684,577</u>
Net Position, ending	<u><u>\$ 1,036,139</u></u>

The accompanying notes to the financial statements
are an integral part of the statement.

FORD PARK - OPERATIONS
STATEMENT OF CASH FLOWS
For the Fiscal Year Ended September 30, 2018

Cash Flows From Operating Activities	
Receipts from customers and users	\$ 3,625,933
Payments to employees	(1,753,078)
Payments to suppliers	<u>(3,201,821)</u>
Net cash used by operating activities	<u><u>(1,328,966)</u></u>
Cash Flows From Noncapital Financing Activities	
Transfers in	<u>1,933,941</u>
Net cash provided by noncapital financing activities	<u><u>1,933,941</u></u>
Net increase in cash	604,975
Cash and Cash Equivalents, Beginning	<u>877,486</u>
Cash and Cash Equivalents, Ending	<u><u>\$ 1,482,461</u></u>
Reconciliation of Operating Loss to Net	
Cash Used by Operating Activities	
Operating loss	\$ (1,582,379)
Net cash used by operating activities:	
Changes in assets and liabilities:	
Accounts receivable	153,433
Prepaid expenses	(28,010)
Inventory	(52,973)
Customer deposits	227
Accounts payable	64,585
Accrued expenses	212,571
Deferred revenue	<u>(96,420)</u>
Total changes in assets and liabilities	<u><u>253,413</u></u>
Net Cash Used by Operating Activities	<u><u>\$ (1,328,966)</u></u>

The accompanying notes to the financial statements are an integral part of the statement.

FORD PARK – OPERATIONS
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

Note 1 - Summary of Significant Accounting Policies

Jefferson County, Texas (the “County”) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners’ Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney’s office, a county sheriff’s department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

A. Reporting Entity

The accompanying financial statements include only the revenue and expenditures related to operations at Ford Park.

B. Special Purpose Financial Statements

The County owns Ford Park, which consists of an amphitheater, arena, midway, exhibition hall, agricultural barns, and softball diamonds. The operations of Ford Park are under the management of Spectra. The County engaged the company to manage, operate, and promote the facilities which comprise Ford Park. The management company is responsible for paying the operating expenses at Ford Park from revenues generated by the facilities at Ford Park. In the event operating expenses exceed operating revenues, the County is required to fund this excess.

C. Basis of Presentation - Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or “capital maintenance” measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund’s statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

FORD PARK – OPERATIONS
NOTES TO FINANCIAL STATEMENTS (continued)
September 30, 2018

Note 1 - Summary of Significant Accounting Policies (continued)

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Accounts Receivable

Accounts receivable consisted of the following as of September 30, 2018:

Billed settlement charges:	
Rent and other event expenses	\$ 233,666
Allowance	<u>(39,526)</u>
Total	<u>\$ 194,140</u>

Note 3 - Unearned Revenue

Unearned revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes unearned sponsorship income and naming rights.



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To the Management of
Ford Park - Operations
Beaumont, Texas

We have audited the financial statements of Ford Park - Operations as of and for the year ended September 30, 2018, and have issued our report thereon dated March 8, 2019. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated September 6, 2018, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Ford Park - Operations solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

To the Management of
Ford Park - Operations
Beaumont, Texas
Page 2 of 3

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Ford Park - Operations is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2018. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

Financial Statement Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. We did not note any such misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. We did not identify any material misstatements as a result of our audit procedures.

To the Management of
Ford Park - Operations
Beaumont, Texas
Page 3 of 3

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in a separate letter dated March 8, 2019.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Ford Park - Operations, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the auditors of Ford Park - Operations.

Whitley Penn LLP

Houston, Texas
March 8, 2019

NAME	AMOUNT	CHECK NO.	TOTAL	
JURY FUND				
TRI-CITY COFFEE SERVICE	661.29	458679	661.29**	
ROAD & BRIDGE PCT.#1				
BEAUMONT ENTERPRISE	323.68	458634	2,462.02**	
AT&T	66.92	458669		
TAC - TEXAS ASSN. OF COUNTIES	225.00	458672		
KNIFE RIVER	590.89	458734		
CINTAS CORPORATION	5.53	458788		
WHITMAN CONSTRUCTION & EXCAVATION	1,250.00	458809		
ROAD & BRIDGE PCT.#2				
KAY ELECTRONICS, INC.	164.62	458644		
MUNRO'S	20.00	458650		
TACERA	40.00	458677		
VULCAN MATERIALS CO.	6,829.29	458681	22,531.93**	
DEPARTMENT OF INFORMATION RESOURCES	.02	458696		
BUMPER TO BUMPER	145.44	458726		
ACT PIPE AND SUPPLY	3,707.28	458740		
GULF COAST	11,625.28	458792		
ROAD & BRIDGE PCT. # 3				
FARM & HOME SUPPLY	83.92	458635		1,503.94**
ENTERGY	25.89	458639		
MUNRO'S	63.00	458650		
S.E. TEXAS BUILDING SERVICE	293.33	458666		
TIME WARNER COMMUNICATIONS	116.63	458673		
WEAVER, FALGOUT, & CARRUTH, INC.	55.18	458685		
HOWARD'S AUTO SUPPLY	175.99	458689		
AMERICAN STEAM-A-WAY	180.00	458690		
SUPERIOR SUPPLY & STEEL	86.00	458698		
WESTEND HARDWARE CO	8.42	458711		
NORTHERN TOOL AND EQUIPMENT	239.98	458754		
SIMCO AUTOMOTIVE INC	86.00	458762		
A-1 MAIDA FENCE COMPANY	190.00	458777		
FELIX AAA AUTO & TRUCK PARTS LLC	25.60	458780		
ROAD & BRIDGE PCT.#4				
SPIDLE & SPIDLE	4,395.90	458615	21,356.96**	
CHUCK'S WRECKER SERVICE	85.50	458626		
CITY OF BEAUMONT - WATER DEPT.	19.60	458627		
M&D SUPPLY	65.67	458646		
MUNRO'S	71.23	458650		
SCOOTER'S LAWNMOWERS	305.38	458661		
TAC - TEXAS ASSN. OF COUNTIES	16.00	458671		
DEPARTMENT OF INFORMATION RESOURCES	.02	458696		
PATHMARK TRAFFICE PRODUCTS OF TEXAS	844.00	458721		
ON TIME TIRE	385.02	458758		
GCR TIRES & SERVICE	752.72	458775		
CINTAS CORPORATION	61.46	458788		
DIESEL SPECIALISTS, LTD	14,165.00	458802		
O'REILLY AUTO PARTS	189.46	458804		
GENERAL FUND				
TAX OFFICE				
OFFICE DEPOT	629.33	458653		2,391.24*
DEPARTMENT OF INFORMATION RESOURCES	.08	458696		
UNITED STATES POSTAL SERVICE	366.11	458707		
ROCHESTER ARMORED CAR CO INC	378.40	458748		
ALLISON GETZ	1,017.32	458779		
COUNTY HUMAN RESOURCES				
MOORMAN & ASSOCIATES, INC.	1,500.00	458649	2,391.24*	
OFFICE DEPOT	627.97	458653		
PINNACLE EMPLOYEE TESTING	510.00	458655		

NAME	AMOUNT	CHECK NO.	TOTAL
PRE CHECK, INC.	612.00	458699	
UNITED STATES POSTAL SERVICE	1.47	458707	
SIERRA SPRING WATER CO. - BT	33.46	458708	
NOVA HEALTHCARE	37.14	458755	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	315.00	458787	3,637.04*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	14.45	458707	14.45*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	204.76	458707	
THOMSON REUTERS-WEST	151.00	458767	355.76*
COUNTY JUDGE			
SOUTHERN COMPUTER WAREHOUSE	197.92	458622	
ROCKY LAWDERMILK	1,600.00	458716	
THOMAS O. MOSES	500.00	458731	
JEFF R BRANICK	806.42	458732	
FRED JACKSON	160.08	458738	
GRACE NICHOLS	1,250.00	458741	
HARVEY L WARREN III	1,700.00	458745	
JAN GIROUARD & ASSOCIATES LLC	600.00	458785	6,814.42*
RISK MANAGEMENT			
CASH ADVANCE ACCOUNT	921.12	458643	
UNITED STATES POSTAL SERVICE	11.02	458707	932.14*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	196.77	458707	196.77*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	.82	458707	.82*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	50.00	458643	
SPINDLETOP MHMR	33,650.58	458645	
TIME WARNER COMMUNICATIONS	285.81	458674	
TEXAS WORKFORCE COMMISSION	6,271.46	458678	
ADVANCED STAFFING	97.50	458688	
CROWN CASTLE INTERNATIONAL	1,544.91	458723	
ROCHESTER ARMORED CAR CO INC	4,005.34	458748	
HILARY ALLEN	43.85	458791	45,949.45*
DATA PROCESSING			
IP SWITCH, INC.	4,625.31	458620	
CDW COMPUTER CENTERS, INC.	681.16	458692	
VERIZON WIRELESS	75.98	458704	5,382.45*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	117.71	458707	117.71*
ELECTIONS DEPARTMENT			
SECRETARY OF STATE - ELECTIONS DIV.	1,050.00	458662	
UNITED STATES POSTAL SERVICE	88.55	458707	1,138.55*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	229.71	458707	
STAT INFORMATIC SOLUTIONS, LLC	153.96	458811	383.67*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	1,101.68	458643	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	229.39	458707	1,331.07*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	3,512.50	458614	17,825.31*
THOMAS J. BURBANK PC	7,803.90	458625	
OFFICE DEPOT	41.16	458653	
BRUCE N. SMITH	2,487.50	458665	
RENE MULHOLLAND	1,765.40	458680	
UNITED STATES POSTAL SERVICE	14.85	458707	
LANGSTON ADAMS	1,400.00	458717	
JAMES R. MAKIN, P.C.	800.00	458751	
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.82	458707	
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	458707	.41*
252ND DISTRICT COURT			
OFFICE DEPOT	168.39	458653	382.18*
UNITED STATES POSTAL SERVICE	102.19	458707	
SUMMER TANNER	111.60	458733	
279TH DISTRICT COURT			
PHILLIP DOWDEN	50.00	458621	950.00*
NATHAN REYNOLDS, JR.	100.00	458657	
MICHAEL WALZEL	500.00	458742	
JONATHAN L. STOVALL	200.00	458750	
WILLIAM FORD DISHMAN	100.00	458769	
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.50	458707	2,465.92*
JUDY PAASCH	2,465.42	458727	
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	57.68	458653	110.26*
UNITED STATES POSTAL SERVICE	52.58	458707	
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	51.45	458653	52.27*
UNITED STATES POSTAL SERVICE	.82	458707	
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	1.01	458696	1.01*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	27.06	458707	27.06*
JUSTICE COURT-PCT 7			
AT&T	32.31	458669	32.63*
DEPARTMENT OF INFORMATION RESOURCES	.32	458696	
JUSTICE OF PEACE PCT. 8			
TEXAS STATE UNIVERSITY SAN MARS	300.00	458668	716.00*
THOMSON REUTERS-WEST	416.00	458767	
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	137.32	458653	141.44*
UNITED STATES POSTAL SERVICE	4.12	458707	
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
JACK LAWRENCE	250.00	458616	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	458638	
CHARLES ROJAS	250.00	458695	
UNITED STATES POSTAL SERVICE	.82	458707	
ANTOINE FREEMAN	250.00	458737	
JANSON ELLIOTT BAILEY	250.00	458786	
LAW OFFICE OF SOLOMON FREIMUTH	250.00	458796	
THE SAMUEL FIRM, PLLC	300.00	458812	
COUNTY COURT AT LAW NO. 3			2,740.82*
OFFICE DEPOT	142.49	458653	
MARVA PROVO	250.00	458656	
NATHAN REYNOLDS, JR.	250.00	458657	
CHARLES ROJAS	250.00	458695	
UNITED STATES POSTAL SERVICE	1.24	458707	
BRITTANIE HOLMES	300.00	458761	
JARED GILTHORPE	450.00	458773	
LAW OFFICE OF SOLOMON FREIMUTH	250.00	458796	
THE SAMUEL FIRM, PLLC	250.00	458812	
MEDIATION CENTER			1,858.75*
SOUTHEAST TEXAS WATER	75.60	458667	
UNITED STATES POSTAL SERVICE	2.88	458707	
SHERIFF'S DEPARTMENT			78.48*
COCOMO JOE'S	428.75	458629	
COTTON CARGO	100.00	458630	
KAY ELECTRONICS, INC.	91.79	458644	
OFFICE DEPOT	1,289.22	458653	
DEPARTMENT OF INFORMATION RESOURCES	537.58	458696	
UNITED STATES POSTAL SERVICE	1,535.75	458707	
BEAUMONT OCCUPATIONAL SERVICE, INC.	209.70	458712	
FIVE STAR FEED	34.25	458722	
RITA HURT	1,925.00	458757	
GALLS LLC	84.10	458778	
THE MONOGRAM SHOP	48.00	458793	
AXON ENTERPRISE INC	1,210.00	458794	
FANNETT VETERINARY CLINIC	1,460.95	458800	
RWB TOOLS, LLC	10.50	458808	
CRIME LABORATORY			8,965.59*
SIGMA-ALDRICH, INC.	145.58	458613	
ABACUS DIAGNOSTIC, INC.	972.00	458618	
AGILENT TECHNOLOGIES	105.70	458619	
FISHER SCIENTIFIC	128.20	458637	
OFFICE DEPOT	253.39	458653	
HENRY SCHEIN, INC.	504.33	458660	
SOUTHEAST TEXAS WATER	79.90	458667	
LOWE'S HOME CENTERS, INC.	24.19	458715	
SUMMER TANNER	75.60	458733	
CAYMAN CHEMICAL COMPANY	65.00	458746	
BRIDGE CITY LOCK AND KEY	210.00	458753	
ALDINGER COMPANY	516.50	458765	
JULIE HANNON	600.00	458768	
METTLER-TOLEDO RAININ LLC	627.40	458795	
AIRGAS USA, LLC	669.78	458805	
TTE LABORATORIES, INC	72.98	458807	
JAIL - NO. 2			5,050.55*
BEAUMONT TRACTOR COMPANY	207.45	458623	
CITY OF BEAUMONT - WATER DEPT.	14,013.78	458627	
COASTAL WELDING SUPPLY	88.35	458628	
DEPARTMENT OF INFORMATION RESOURCES	2.73	458696	
WORLD FUEL SERVICES	1,612.23	458743	
CONSTELLATION NEWENERGY - GAS DIVIS	2,313.82	458764	
CORRHEALTH LLC	78,900.85	458799	
THOM DUNCAN AVIONICS LLC	2,000.00	458810	
JUVENILE PROBATION DEPT.			99,139.21*

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	52.49	458636	
VERIZON WIRELESS	51.85	458704	
UNITED STATES POSTAL SERVICE	6.30	458707	110.64*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,600.57	458627	
FLOWERS FOODS	193.22	458724	
BEN E KEITH FOODS	2,857.22	458725	
AI FILTER SERVICE COMPANY	183.79	458756	
WILLBANKS CONTRACTOR SUPPORT LLC	2,113.56	458783	7,948.36*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	686.72	458643	
VERIZON WIRELESS	227.94	458704	
UNITED STATES POSTAL SERVICE	24.70	458707	939.36*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	458704	113.97*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	410.09	458643	
VERIZON WIRELESS	113.97	458704	524.06*
CONSTABLE-PCT 6			
OFFICE DEPOT	63.80	458653	
VERIZON WIRELESS	113.97	458704	
UNITED STATES POSTAL SERVICE	4.53	458707	182.30*
CONSTABLE PCT. 7			
CASH ADVANCE ACCOUNT	323.09	458643	
AT&T	32.33	458669	
VERIZON WIRELESS	113.97	458704	469.39*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	458704	
THOMSON REUTERS-WEST	577.00	458767	690.97*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	8,100.00	458747	8,100.00*
HEALTH AND WELFARE NO. 1			
NSO - NURSES SERVICE ORGANIZATION	111.00	458612	
OFFICE DEPOT	408.11	458653	
AUSTIN CECIL WALKES MD PA	3,245.08	458683	
UNITED STATES POSTAL SERVICE	72.19	458707	3,836.38*
HEALTH AND WELFARE NO. 2			
AUSTIN CECIL WALKES MD PA	3,245.08	458683	
MCKESSON MEDICAL-SURGICAL INC	1,019.25	458694	4,264.33*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	458617	1,000.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	2,356.64	458713	
SEARS COMMERCIAL CREDIT	540.84	458714	2,897.48*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.21	458696	.21*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT.	11,179.09	458627	
ENERGY	31,281.84	458639	
M&D SUPPLY	117.78	458646	
SANITARY SUPPLY, INC.	1,871.78	458659	
AT&T	5,794.79	458669	
CDW COMPUTER CENTERS, INC.	212.43	458692	
DEPARTMENT OF INFORMATION RESOURCES	722.83	458696	
AT&T GLOBAL SERVICES	62,545.17	458720	
UNITED RENTALS	123.53	458729	
CINTAS CORPORATION	123.37	458788	
MAINTENANCE-PORT ARTHUR			113,972.61*
AT&T	61.92	458669	
TIME WARNER COMMUNICATIONS	417.84	458675	
DEPARTMENT OF INFORMATION RESOURCES	.27	458696	
MAINTENANCE-MID COUNTY			480.03*
RITTER @ HOME	10.29	458658	
SANITARY SUPPLY, INC.	472.66	458659	
ACE IMAGEWEAR	70.16	458664	
LOWE'S HOME CENTERS, INC.	54.80	458715	
BOSCO INDUSTRIES	250.00	458790	
SERVICE CENTER			857.91*
PHILPOTT MOTORS, INC.	118.96	458654	
FASTENAL	12.28	458691	
JEFFERSON CTY. TAX OFFICE	7.50	458700	
JEFFERSON CTY. TAX OFFICE	7.50	458701	
JEFFERSON CTY. TAX OFFICE	7.50	458702	
JEFFERSON CTY. TAX OFFICE	7.50	458703	
BUMPER TO BUMPER	434.30	458726	
AMERICAN TIRE DISTRIBUTORS	244.92	458739	
MIGHTY OF SOUTHEAST TEXAS	210.84	458752	
SILSBEE FORD INC	74.95	458770	
1800RADIATOR & AC	122.00	458776	
CINTAS CORPORATION	53.89	458788	
DENNIS LOWE	67.10	458789	
THE GOODYEAR TIRE & RUBBER COMPANY	260.50	458803	
VETERANS SERVICE			1,629.74*
HILARY GUEST	106.60	458719	
			106.60*
MOSQUITO CONTROL FUND			357,308.59**
JACK BROOKS REGIONAL AIRPORT	124.80	458641	
OFFICE DEPOT	.00	458653	
TEXAS WORKFORCE COMMISSION	1,803.32	458678	
DEPARTMENT OF INFORMATION RESOURCES	.14	458696	
BREATH ALCOHOL TESTING			1,928.26**
CASH ADVANCE ACCOUNT	1,461.82	458643	
J.C. FAMILY TREATMENT			1,461.82**
CASH ADVANCE ACCOUNT	711.62	458643	
JUDY PAASCH	40.00	458727	
PATRICIA PETERS	20.00	458782	
LAW LIBRARY FUND			771.62**
THOMSON REUTERS-WEST	678.41	458767	
EMPG GRANT			678.41**
CASH ADVANCE ACCOUNT	1,276.92	458643	
MIKE WHITE	1,166.76	458744	
BRADLEY STAFFORD	1,465.56	458763	

NAME	AMOUNT	CHECK NO.	TOTAL
ROBERT GRIMM	944.00	458801	4,853.24**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	31.41	458704	31.41**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	312.44	458643	
DEPARTMENT OF INFORMATION RESOURCES	1.91	458696	
VERIZON WIRELESS	42.18	458704	
UNITED STATES POSTAL SERVICE	42.62	458707	
JCCSC	60.00	458749	459.15**
JEFF. CO. WOMEN'S CENTER			
A&A ELECTRIC CO OF BEAUMONT INC	95.00	458611	
BELL'S LAUNDRY	1,678.89	458624	
EFFICIENT SYSTEMS, INC.	165.00	458633	
ENTERGY	1,291.00	458639	
ISI COMMERCIAL REFRIGERATION	531.58	458640	
MARKET BASKET	19.90	458647	
KIM MCKINNEY, LPC, LMFT	375.00	458648	
SYSCO FOOD SERVICES, INC.	2,327.05	458670	
BURT WALKER PARTNERS, LTD	4,500.00	458682	
PETTY CASH - RESTITUTION I	38.83	458687	
DEPARTMENT OF INFORMATION RESOURCES	.26	458696	
VERIZON WIRELESS	15.71	458704	
BEN E KEITH FOODS	2,539.74	458725	
ROCHESTER ARMORED CAR CO INC	123.36	458748	
SAM'S CLUB DIRECT	80.16	458760	
MATERA PAPER COMPANY INC	284.66	458766	
CINTAS CORPORATION	53.30	458788	14,119.44**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	369.66	458643	369.66**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	412.00	458643	
OFFICE DEPOT	459.03	458653	871.03**
JAG GRANTS			
DELL MARKETING L.P.	1,596.16	458632	
SHI GOVERNMENT SOLUTIONS, INC.	1,845.06	458710	3,441.22**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	259.88	458653	
GALLS LLC	42.00	458778	301.88**
DRUG INTERVENTION COURT			
CASH ADVANCE ACCOUNT	1,406.50	458643	
LAND MANOR, INC.	1,924.00	458693	3,330.50**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	260.64	458692	260.64**
CHEEK H2O & SEWER			
DAVID J. WAXMAN, INC.	17,000.00	458684	17,000.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,210.00	458643	1,210.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	458704	227.94**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
COTTON CARGO	433.94	458630	
ENTERGY	1,065.28	458639	
TRI-CITY COFFEE SERVICE	90.05	458679	
DEPARTMENT OF INFORMATION RESOURCES	1.25	458696	1,590.52**
CRIME LAB FUNDING CJD			
AGILENT TECHNOLOGIES	97,887.30	458619	
CASH ADVANCE ACCOUNT	3,791.02	458643	101,678.32**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	1,260.50	458759	1,260.50**
AIRPORT FUND			
CURETON & SON	14.74	458631	
TIME WARNER COMMUNICATIONS	95.49	458676	
WHITE TUCKER COMPANY INC	1,306.43	458686	
TOTAL SAFETY, INC.	5,735.00	458697	
VERIZON WIRELESS	37.99	458704	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	6.36	458771	
ITA TRUCK SALES & SERVICE LLC	268.76	458772	
TITAN AVIATION FUELS	18,454.87	458806	25,919.64**
AIRPORT IMPROVE. GRANTS			
GULF COAST	364,480.21	458792	364,480.21**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	78,790.57	458797	
UNITEDHEALTHCARE INSURANCE COMPANY	102,371.07	458798	181,161.64**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP	12,404.49	458781	
MELISSA ARDOIN DESHOTEL	1,500.00	458813	13,904.49**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	8,964.48	458728	8,964.48**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	7,056.03	458770	7,056.03**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.93	458704	265.93**
MARINE DIVISION			
RITTER @ HOME	105.42	458658	
SETZER HARDWARE, INC.	433.63	458663	
VERIZON WIRELESS	341.91	458705	
SIERRA SPRING WATER CO. - BT	113.34	458709	
AERO PRODUCTS	127.20	458718	
BUMPER TO BUMPER	76.75	458726	
PORTER-STRAIT INSTRUMENT CO., INC.	401.65	458730	
LONGS TRAILER REPAIR	3,114.67	458735	
THE DINGO GROUP-PETE JORGENSEN MARI	2,470.25	458736	
ONSITE AVIONICS LLC	475.00	458774	
3L PRINTING COMPANY	25.00	458784	7,684.82**
			1,171,107.53***



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONER'S COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 29th day of April, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following resolution was adopted:

WHEREAS, JUDY COPELAND began her service in the Jefferson County Clerk's office as a part-time Deputy Clerk in Archives from March 30, 2009 until January 5, 2011 and

WHEREAS, JUDY COPELAND extended her career with Jefferson County in the County Clerk's office on January 6, 2011, as a Full-time Senior Deputy County Clerk in the Courts department, and has gained knowledge and experience throughout her tenure; and

WHEREAS, JUDY COPELAND has devoted 8 years and 4 months of her life to serving the people of Jefferson County with pride and professionalism; and

WHEREAS, JUDY COPELAND has served under the Honorable County Clerk Carolyn L. Guidry; and

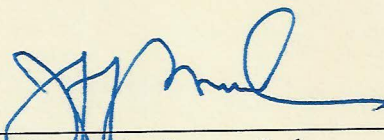
WHEREAS, JUDY COPELAND, known for her high standards of professionalism and personal integrity, won the respect of her colleagues, customers, and other county employees; and

WHEREAS, JUDY COPELAND, a devoted mother and grandmother, will be enjoying her family, friends, and travel in her retirement; and

WHEREAS, having made a significant contribution to the Jefferson County Clerk's Office, **JUDY COPELAND** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her friends and co-workers; and

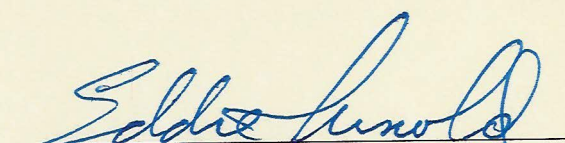
NOW THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **JUDY COPELAND** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this 29th of April, 2019.

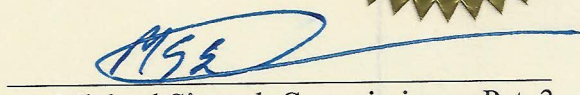


Jeff Brantick, County Judge

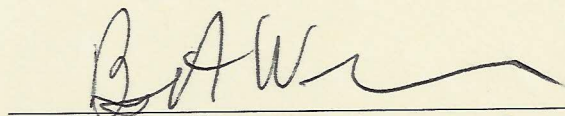




Eddie Arnold, Commissioner, Pct. 1



Michael Sinegal, Commissioner, Pct. 3



Brent Weaver, Commissioner, Pct. 2



Everette Alfred, Commissioner, Pct. 4



PROCLAMATION

STATE OF TEXAS § COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

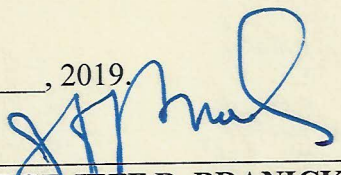
BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 29th day of April, 2014, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

Signed this 29th day of April, 2019.

MENTAL HEALTH AWARENESS MONTH

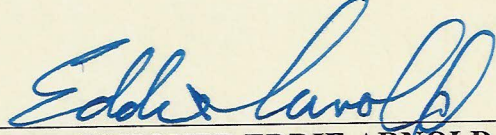
WHEREAS, mental health is essential to everyone's overall health and well-being; and
WHEREAS, all Americans experience times of difficulty and stress in their lives; and
WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and
WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and
WHEREAS, mental health conditions are real and prevalent in our nation; and
WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and
WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and
NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas recognizes May, 2019 as **National Mental Health Awareness Month** and we urge all citizens of Jefferson County to observe this month with appropriate programs and activities to support mental health recovery.

Signed this 29 day of April, 2019.

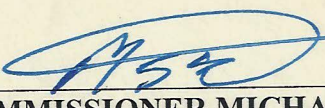


JUDGE JEFF R. BRANICK
County Judge

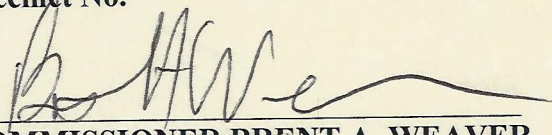




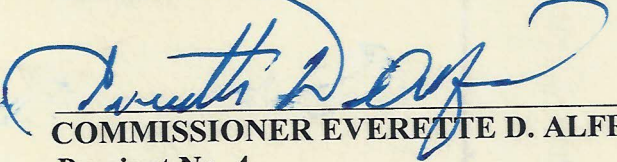
COMMISSIONER EDDIE ARNOLD
Precinct No.



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



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

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

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

April 22, 2019

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of March 31, 2019, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.804%. The interest rate on funds invested in an investment account at Wells Fargo is currently .70%.

The 90 day Treasury discount rate on March 31, 2019 was 2.41% and the interest on your checking accounts for the month of November was .70%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda For Aril 22, 2019, to be received and filed.

Sincerely,

Charlie Hallmark
 Enclosure

Agenda should read:

Receive and File Investment Schedule for March, 2019,
 including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END MARCH 31, 2019 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days Invested	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
POOLED CASH ACCOUNT	01-Mar-19	\$7,798.21	\$7,798.21	100	0.700%	31-Mar-19	NONE	31	31	7580310386	WELLS FARGO	\$7,798.21				\$7,798.21
CDs and Securities																
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	82	1095	3136G3RD9	WELLS SECURITIES	\$1,995,296.00	\$99.76	\$13,597.22	\$69,750.00	\$2,008,893.22
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	82	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,995,248.00	\$99.76	\$13,844.44	\$70,000.00	\$2,009,092.44
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	183	1095	3134GAHW7	NATIONAL ALLIANCE	\$1,997,674.00	\$99.38	\$4,166.67	\$62,500.00	\$1,991,840.67
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	201	1095	3134GAF55	NATIONAL ALLIANCE	\$1,987,030.00	\$99.35	\$3,105.56	\$52,000.00	\$1,990,135.56
FNMA 1.80%	16-Oct-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-17	565	1096	3136G4PQ0	COASTAL SECURITIES	\$1,977,322.00	\$99.87	\$4,500.00	\$36,000.00	\$1,991,822.00
FHLB 1.95%	06-Nov-17	\$2,000,000.00	\$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	585	1095	3130ACLP7	COASTAL SECURITIES	\$1,993,398.00	\$99.17	\$22,100.00	\$39,541.67	\$2,005,489.67
FHLB 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	670	1096	3130ADC26	NATIONAL ALLIANCE	\$2,484,775.00	\$99.39	\$18,486.11	\$55,000.00	\$2,503,261.11
FFCB 2.47%	12-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.470%	12-Feb-21	12-Feb-19	684	1096	3133EJCK3	NATIONAL ALLIANCE	\$2,000,012.00	\$100.00	\$14,820.00	\$49,400.00	\$2,014,832.00
FHLMC 2.42%	28-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.420%	28-Feb-21	26-Feb-19	698	1094	3134GSDFF9	FTN CAPITAL MARKETS	\$2,000,314.00	\$100.02	\$12,637.78	\$48,131.11	\$2,012,951.78
FNMA 2.75%	30-Apr-18	\$2,000,000.00	\$1,999,100.00	99.955	2.750%	30-Apr-21	30-Oct-18	761	1096	3136G4SH7	HILLTOP SECURITIES	\$2,000,278.00	\$100.01	\$4,736.11	\$27,500.00	\$2,005,014.11
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	145	1095	3134GAFF1	COASTAL SECURITIES	\$3,981,804.00	\$99.55	\$14,155.56	\$130,000.00	\$3,995,959.56
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	271	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,985,470.00	\$99.27	\$15,500.00	\$62,000.00	\$2,000,970.00
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	456	1095	3134GBVT6	NATIONAL ALLIANCE	\$1,992,418.00	\$99.12	\$16,527.78	\$50,905.56	\$1,998,945.78
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	481	1096	3134GBZE5	NATIONAL ALLIANCE	\$1,982,632.00	\$99.13	\$13,052.78	\$55,500.00	\$1,995,684.78
FHLB 2.50%	27-Feb-19	\$1,000,000.00	\$1,000,138.89	100	2.500%	25-Feb-20	NONE	331	363	3130AFC77	NATIONAL ALLIANCE	\$1,000,239.00	\$100.02	\$7,638.89	\$87,228.34	\$1,007,877.89
* (Investment CD's)																
INVESTMENT ACCT		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE		WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
CDs and Securities		\$7,798.21	\$7,798.21		1.804%	2.410%		403		DAYS		\$7,798.21				\$31,536,967.11
TOTALS ALL ACCTS:		\$31,500,000.00	\$31,499,888.89									\$31,343,900.00				\$31,536,967.11
		\$31,507,798.21	\$31,507,987.10									\$31,351,698.21				
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF MARCH 31, 2019																
<p>This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act</p> <p>The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.</p> <p style="text-align: right;"><i>Charle Hallmark</i> Charle Hallmark, Jefferson County Investment Officer</p>																
MARKET VALUE OF PLEDGE SECURITIES																
BALANCE IN ALL ACCOUNTS:																
OVER OR (UNDER) AMOUNT:																
128.42%																
MARCH, 2019, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS					
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Mar-19	\$7,798.21	\$7,798.21		0.700%	31-Mar-19		31	7580310386	WELLS FARGO	\$4.64					
CHECKING INTEREST																
POOLED CASH ACCT					0.700%				7783975381	WELLS FARGO	\$46,780.33					\$4.64
OTHER COUNTY ACCTS					0.700%				7783975274	WELLS FARGO	\$3,208.33					
TAX LICENSE ACCT					0.700%					WELLS FARGO	\$509.61					\$50,495.27
TOTAL		\$7,798.21	\$7,798.21								\$50,499.91					\$50,499.91

FISCAL YEAR 2018-2019			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	2.280%	\$91,324.37	0.700%
NOVEMBER	2.300%	\$23,554.43	0.700%
DECEMBER	2.400%	\$85,180.51	0.700%
JANUARY	2.500%	\$78,944.23	0.700%
FEBRUARY	2.510%	\$131,900.97	0.700%
MARCH	2.410%	\$50,499.91	0.700%
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 461,404.42	

CHUBB

RISK ID: 192380
DATE SENT: April 21, 2019

AIRCRAFT INSURANCE QUOTATION
 WITH
WESTCHESTER FIRE INSURANCE COMPANY

In accordance with your request, we are pleased to provide the following quotation:

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

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

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

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

**NAMED
 INSURED:** Jefferson County

**NAMED
 INSURED'S
 ADDRESS:** 215 Franklin Street, Suite 202, Beaumont, Texas, 77701-3647

**BUSINESS OF
 NAMED
 INSURED:** County Government

PERIOD: From: April 24, 2019 To: April 24, 2020
 both days at 12:01 a.m. Local Time at the address of the Named Insured

LIABILITY COVERAGES: The Liability Coverages, Limits of Liability and Liability Premiums applicable to each insured aircraft are as shown under the Aircraft Liability Section of the Schedule of Insured Aircraft.

The liability coverage codes have the following meanings:

- A Bodily Injury Excluding Passengers
- B Property Damage
- C Passenger Bodily Injury
- D Single Limit Bodily Injury (including Passengers) and Property Damage

HULL COVERAGES: The hull coverage, Amount of Insurance, deductibles, premium and financial interest applicable to each insured aircraft are shown under the Aircraft Hull Section of the Schedule of Insured Aircraft.

The aircraft hull coverage codes have the following meanings:

- F In Motion and Not In Motion coverage
- G Not In Motion coverage only
- H Not In Flight coverage only

PURPOSE OF USE: All uses required by the "Named Insured", including Aerial Application but excluding any use for which the "Named Insured" or "Anyone" "We" insure expects to or does receive "Compensation".

PILOTS: The pilots who may fly the Aircraft are as listed below, provided that those pilots have all of the qualifications as shown and provided also that all pilots are properly certificated, rated and qualified under the current F.A.A. regulations which apply to the operation of the Aircraft.

Any pilot approved by the Named Insured's Chief Pilot or by his or her designee.

LOCATION OF THE AIRCRAFT: The aircraft are regularly based at Jack Brooks Regional Airport (FAA I.D.: BPT), Beaumont/Port Arthur, Texas and are hangared

TERRITORY: While the Aircraft is anywhere in the world.

SCHEDULE OF INSURED AIRCRAFT:

F.A.A. Number	Year	Make and Model	Aircraft Type	Engine and HP	Total Seats Incl Crew
N21673	1974	Cessna 188B	L	Continental 10-520	1
N82886	1973	Cessna 188B	L	Continental 10-520	1
N541MC	1965	Beech 65-A90-1	L	PT-6-21	1

Applicable Liability Coverages, Limits of Liability and Premium

F.A.A. Number	Coverage	Each Occurrence Limit	Each Passenger Sub-Limits	Med. Pay Limit Per Person	Liability Premium
N21673	D	\$1,000,000	Not Applicable	Not Insured	\$3,725
N82886	D	\$1,000,000	Not Applicable	Not Insured	\$3,725
N541MC	D	\$1,000,000	Not Applicable	Not Insured	\$3,045

SCHEDULE OF INSURED AIRCRAFT: [CONTINUED] **Description of Aircraft, Hull Coverages and Hull Deductibles**

F.A.A. Number	Coverage	Amount Of Insurance	Not in Motion	In Motion	Ingestion	Hull Premium
N21673	No	Aircraft	Physical	Physical	Coverage	Hereunder
N82886	No	Aircraft	Physical	Physical	Coverage	Hereunder
N541MC	No	Aircraft	Physical	Physical	Coverage	Hereunder

CONDITIONS: Policy form: AC 101 (07-07) and AC 102 (11-98) which includes, inter alia, the following exclusion clauses:

War and Other Perils Exclusion Clause
Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

9001-TX (11/99)	Texas Changes - Duties
9002-TX (11/99)	Texas Changes - Conditions Requiring Notice
AC 100 (07/10)	Aircraft Policy - Jacket
AC 101 (07/07)	Aircraft Policy - Declarations
AC 101S (07/07)	Aircraft Policy - Schedule of Endorsements
AC 102 (11/98)	Aircraft Policy - Provisions
AC 103 (11/98)	Pilots Who May Fly The Aircraft
AC 110 (11/98)	War, Hi-jacking and Other Perils Exclusion Clause (Aviation)
AC 112 (02/08)	Extended Coverage - War, Hi-Jacking and Other Perils Endorsement (Aviation Liabilities)
AC 118 (11/98)	Experimental /Restricted Category Aircraft Endorsement
AC 127 (11/98)	Limited Enhanced Coverage Endorsement <i>Additional Premium: \$Included</i>
AC 159 (11/98)	Nuclear Risk Exclusion Clause
AC 161 (11/98)	Date Recognition Exclusion Endorsement
AC 162 (11/98)	Date Recognition Limited Coverage Endorsement
AC 165 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
AC 168 (11/03)	Pollution Endorsement
AC 170 (01/15)	Limited Terrorism Coverage Endorsement
AC 182 (02/05)	Chemical Application Endorsement <i>Other Approved Abatement: Insect Abatement</i> <i>BI/PD Sublimit Each Occ: \$300,000</i> <i>BI/PD Addl Prem: \$Included</i> <i>Chemical Application PD Agg Limit: \$1,000,000</i> <i>Chemical Damage Prem: \$2,000</i>
AC 183 (02/05)	Public Use Category Endorsement
AC 185 (02/05)	Emergency Landing Endorsement
AC 187 (02/05)	Notice Of Claim Endorsement
AC-TX (11/99)	Cancellation Notification - Texas
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-4Y30F (06/15)	Texas Notice -Information and Complaints
TR-19604d (01/15)	Notice Of Terrorism Insurance Coverage

PREMIUM:	<u>HULLS</u>	<u>LIABILITIES</u>
Basic Premium:	\$0	\$10,495
Additional Coverages:	Not Purchased	\$2,100
War Premium:	\$0	\$1,261
TRIA Premium:	Not Insured	\$1,261
War/TRIA Combined:	\$0	\$1,576

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

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

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

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

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

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$1,261
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Jefferson County

Print Name

April 23, 2019

Date

Westchester Fire Insurance Company

Insurance Company

AAC N14412293 004

Policy Number

McGRIFF, SEIBELS & WILLIAMS, INC.

COMPENSATION STATEMENT

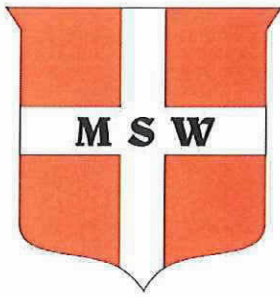
Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Tier II Commission** (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- **Contingent Commission** (sometimes referred to as “profit sharing” or “additional commission”) which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance broker McGriff Insurance Services, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

[-Public-]



McGriff, Seibels & Williams

Compensation Statement

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Tier II Commission** (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- **Contingent Commission** (sometimes referred to as “profit sharing”) which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers McGriff Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

McGRIFF, SEIBELS & WILLIAMS, INC.
THIRD PARTY DISCLAIMER

From time to time, McGriff, Seibels & Williams, Inc. ("MSW") may share opinions or content regarding third party entities, third party providers of services, or make referrals to third party products and/or services ("Third Party Entities, Products and/or Services"). Any such opinions or content regarding Third Party Entities, Products and/or Services, or links to third party websites shared or posted on MSW's website or social media sites do not constitute an endorsement of any third party, individual, organization, service, or product by MSW, nor does such activity indicate an affiliation with or sponsorship by MSW.

Any third party representations regarding their products or services contained in their written materials or on their websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement of MSW, its employees, directors, officers, parents, or affiliates that those claims are accurate.

MSW assumes no liability in connection with any Third Party Entities, Products and/or Services or for the storage or any related breach in connection with your confidential information by such third parties. Further, MSW does not accept any responsibility nor does it offer any warranty regarding the quality, accuracy, timeliness, reliability or any other aspect of such Third Party Entities, Products and/or Services. MSW expressly disclaims any warranty or liability for any acts, failure to act, errors or omissions by such third parties. Accordingly, you should conduct your own due diligence of any Third Party Entities, Products or Services prior to their engagement or use.

Ed. 03/2019

Attachment

**McGRIFF, SEIBELS & WILLIAMS, INC.
PROVIDER SECURITY STANDARDS**

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal standards, which we have established to address this important issue for our customers.

MSW Security Review - McGriff, Seibels & Williams has established an internal "Security Review Group" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This group's purpose is to develop and implement all procedures and standards for the financial security of all insurers, intermediaries and associations used by MSW and its subsidiary companies.

This group meets periodically to review the current listing of all companies, intermediaries and associations, which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new Providers activated, and to deactivate any Providers that do not meet current MSW standards.

MSW Provider Classifications:

"Approved Provider" is any Provider whose A.M. Best's rating is A- or higher. The Best's rating of an "approved" Provider must be printed on all MSW Confirmations of Coverage (Binders) and proposals delivered to clients or prospects.

"Exception Provider" is certain Providers with a rating lower than A-, including those companies "not rated by A.M. Best" which after review by the Security Review Group will be an approved security.

Any Provider approved by MSW receiving an A.M. Best downgrade of rating will be posted on our website (www.mcgriff.com). A downgrade that results in an "Approved" Provider moving to a less than A- A.M. Best Rating will be communicated to you in writing.

A.M. Best Company

Ambest Road
Oldwick, New Jersey 08858

History - A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The *Best's Rating Guide* was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the *Best's International Rating Guide* was published, reporting on the claims-paying ability of over 950 international insurers.

(Page 1 of 3)

Effective January 9, 2017

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

Best's Rating System - The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

- | | |
|---|--|
| * Profitability | * Spread of risk |
| * Quality of reinsurance program | * Leverage/Capitalization |
| * Quality and diversification of assets | * Liquidity |
| * Adequacy of policy loss reserves | * Adequacy of policyholder's surplus |
| * Capital structure | * Management experience and objectives |

Best's Rating Symbols - A typical Best's rating is composed of two parts. The "Security" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure", "Vulnerable" or "Not Assigned". The "Financial Size" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amount of their policyholder's surplus and contingent reserve funds.

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" Ratings	A++ or A+	Superior
	A or A-	Excellent
	B++ or B+	Good
"Vulnerable" Ratings	B or B-	Fair
	C++ or C+	Marginal
	C or C-	Weak
	D	Poor
	E	Under Supervision
	F	In Liquidation
	S	Suspended

"NR" Not Rated Designation – Assigned to companies not rated by A.M. Best.

Financial Size Categories I

I	Under \$1,000,000	VIII	100,000 – 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 – 500,000,000
III	2,000,000 – 5,000,000	X	500,000,000 – 750,000,000
IV	5,000,000 – 10,000,000	XI	750,000,000 – 1,000,000,000
V	10,000,000 – 25,000,000	XII	1,000,000,000 – 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 – 1,500,000,000
VII	50,000,000 – 100,000,000	XIV	1,500,000,000 – 2,000,000,000
		XV	Over 2,000,000,000

Source: *Best's Key Rating Guide - 2016 Edition*

(Page 3 of 3)

Effective January 9, 2017

dh-17/1-9-17 Provider Security Procedure

Rating Services

Westchester Fire Insurance Company

A.M. Best #: 003368 NAIC #: 10030 FEIN #: 920040526

Mailing Address View Additional Address
 P.O. Box 1000 Information
 Philadelphia, PA 19106
 United States

Web: www.chubb.com

Phone: 215-640-1000

Assigned to
 insurance
 companies



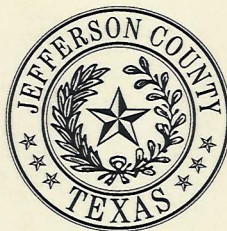
that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings	
<p>Financial Strength Rating View Definition</p> <p>Rating: A++ (Superior) Affiliation Code: g (Group) Financial Size XV (\$2 Billion or greater) Category: Outlook: Stable Action: Affirmed Effective Date: December 13, 2018 Initial Rating Date: June 30, 1973</p>	<p>Best's Credit Rating Analyst</p> <p>Rating Office: A.M. Best Rating Services, Inc. Senior Financial Analyst: Gregory Dickerson Director: Jennifer Marshall, CPCU, ARM <i>Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.</i></p>
<p>Long-Term Issuer Credit Rating View Definition</p> <p>.....</p> <p>Long-Term: aa+ Outlook: Stable Action: Affirmed Effective Date: December 13, 2018 Initial Rating Date: August 16, 2005</p>	<p>Disclosure Information</p> <p>Disclosure Information Form View A.M. Best's Rating Disclosure Form</p> <p>Press Release AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries December 13, 2018</p>
<p>u Denotes Under Review Best's Rating</p>	

Rating History																													
<p>A.M. Best has provided ratings & analysis on this company since 1973.</p>																													
<p>Financial Strength Rating</p> <table border="1"> <thead> <tr> <th>Effective Date</th> <th>Rating</th> </tr> </thead> <tbody> <tr> <td>12/13/2018</td> <td>A++</td> </tr> <tr> <td>10/5/2017</td> <td>A++</td> </tr> <tr> <td>6/22/2016</td> <td>A++</td> </tr> <tr> <td>7/2/2015</td> <td>A+++u</td> </tr> <tr> <td>4/30/2015</td> <td>A++</td> </tr> <tr> <td>4/11/2014</td> <td>A++</td> </tr> </tbody> </table>	Effective Date	Rating	12/13/2018	A++	10/5/2017	A++	6/22/2016	A++	7/2/2015	A+++u	4/30/2015	A++	4/11/2014	A++	<p>Long-Term Issuer Credit Rating</p> <table border="1"> <thead> <tr> <th>Effective Date</th> <th>Rating</th> </tr> </thead> <tbody> <tr> <td>12/13/2018</td> <td>aa+</td> </tr> <tr> <td>10/5/2017</td> <td>aa+</td> </tr> <tr> <td>6/22/2016</td> <td>aa+</td> </tr> <tr> <td>7/2/2015</td> <td>aa+ u</td> </tr> <tr> <td>4/30/2015</td> <td>aa+</td> </tr> <tr> <td>4/11/2014</td> <td>aa+</td> </tr> </tbody> </table>	Effective Date	Rating	12/13/2018	aa+	10/5/2017	aa+	6/22/2016	aa+	7/2/2015	aa+ u	4/30/2015	aa+	4/11/2014	aa+
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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 29 day of April, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, James R. Franklin, has devoted 8 years of his life serving the people of Jefferson County while employed with the Sheriff's Office with pride and professionalism; and

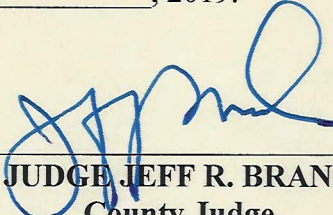
WHEREAS, James R. Franklin, has pledged his services as a Peace Officer, making an outstanding contribution to the Marine Division, as a boat operator. Deputy Franklin worked as a boat operator for two years before being assigned to the Sheriff's Office Aviation Hangar. Deputy Franklin was responsible for the care, maintenance and repair of the fleet of boats, trailers and equipment assigned to the Marine Division. Deputy Franklin is an A.S.E. certified master technician. Deputy Franklin has a total of 17 years of experience as a Texas Peace Officer;

WHEREAS, through hard work and commitment to excellence, **James R. Franklin**, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **James R. Franklin**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

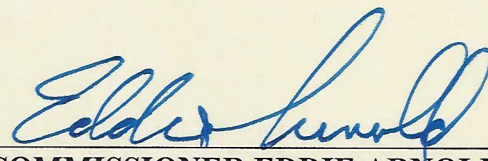
NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **James R. Franklin**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 29th day of April, 2019.

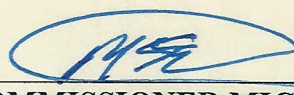


JUDGE JEFF R. BRANICK
County Judge

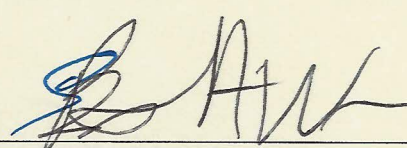




COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****April 29, 2019**

Receive and file executed and previously approved Professional Services Agreement between Lone Star Pace, LLC and Jefferson County.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN JEFFERSON COUNTY, TEXAS
AND LONE STAR PACE LLC**

THIS AGREEMENT is made and entered by and between Jefferson County, Texas, hereinafter referred to as "Local Government," and Lone Star PACE LLC, a registered municipal advisory firm, hereinafter referred to as "Services Provider" or "Lone Star PACE," to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the Commissioners Court of Local Government desires to engage the services of a qualified consultant to administer a Property Assessed Clean Energy ("PACE") program for the Local Government pursuant to the Property Assessed Clean Energy Act ("PACE Act"), Texas Local Government Code Chapter 399, and serve as Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "Program"; and

WHEREAS, Services Provider desires to render such services for the Local Government upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

The Local Government hereby agrees to retain Services Provider to serve as administrator of the Local Government's program and Services Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further described in Exhibit A hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the Local Government, but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the Agreement by Local Government and Services Provider. Notwithstanding the termination of this Agreement, Services Provider shall be permitted to continue administration of any third-party agreements under the Program commenced prior to termination of this Agreement, and to recover any compensation due Services Provider for services performed in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the Scope of Services set forth in Exhibit A in accordance with the compensation schedule set forth in Exhibit B hereto. Services Provider is entitled to payment in accordance with Exhibit "B"; however, Local Government shall have no obligation to pay Services Provider for performance of the Scope of Services. All payments to Services Provider shall be made by participants in the Program in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for Services Provider to meet all insurance requirements, as set forth in Exhibit C to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD THE LOCAL GOVERNMENT AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM THE LOCAL GOVERNMENT TO THE EXTENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF THE LOCAL GOVERNMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE LOCAL GOVERNMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Local Government; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between Local Government and Services Provider its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between Local Government and Services Provider.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of the Local Government, except to an Affiliate of Services Provider. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Services Provider, including, without limitation, any parent corporation controlling Services Provider or any subsidiary that Services Provider controls; (2) the surviving corporation resulting from the merger or consolidation of Services Provider; or (3) any person or entity which acquires all of the assets of Services Provider as a going concern. Services Provider shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Services Provider shall not subcontract the entirety of the Scope of Services to a single subcontractor without the Local Government's consent. Services Provider further agrees that the assignment or subletting of any portion or feature of the work or materials required

in the performance of this Agreement shall not relieve the Services Provider from its full obligations to the Local Government as provided by this Agreement.

IX. AUDITS AND RECORDS

Service provider shall comply with all applicable regulation and law concerning its performance, obligations, or services under this Agreement. Services Provider agrees that Local Government or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Services Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Services Provider agrees that Local Government shall have access during normal working hours to all necessary Services Provider's facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Local Government shall give Services Provider reasonable advance notice of intended audits. Service Provider shall retain records according to law and the requirements of this Agreement.

X. CONTRACT TERMINATION

The parties agree that Local Government shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Services Provider. In the event of such termination, Services Provider shall deliver to Local Government all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Services Provider in connection with this Agreement. In the event of termination by Local Government, Services Provider shall be compensated in accordance with Section III of this Agreement with respect to any third-party agreements under administration by Services Provider at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including the Exhibits A through C constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this Agreement may be made at any time upon agreement by Local Government and Services Provider.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, Services Provider agrees that all notices or communications to Local Government permitted or required under this Agreement shall be addressed to the County Judge at the following address:

Jefferson County, Texas
 Attention: County Judge
 P.O. Box 4025
 Beaumont, TX 77704

Local Government agrees that all notices or communications to Services Provider permitted or required under this Agreement shall be addressed to Services Provider at the following address:

Lone Star PACE LLC
 Attention: Program Administrator
 6988 Lebanon Road Suite 103
 Frisco, TX 75034

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XV. MISCELLANEOUS

- A. Professional Services: This is a contract for the purchase of personal or professional services, and is therefore exempt from any competitive bidding requirements of Local Government.
- B. Paragraph Headings: The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.
- C. Agreement Interpretation: This is a negotiated Agreement. Should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.
- D. Venue/Governing Law: The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Jefferson County, Texas. Exclusive venue shall lie in Jefferson County, Texas.
- E. Successors and Assigns: Local Government and Services Provider and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- F. Severability: In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.
- G. Effective Date: This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

Signed on the date indicated below.

LONE STAR PACE LLC

Lee A. McCormick
Signature

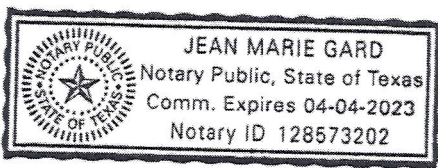
Printed Name: Lee A. McCormick
Title: President
Date: 11/13/18

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 13th day of NOVEMBER, 2018, by Lee A. McCormick (Authorized Representative), President (Title), of LONE STAR PACE LLC, on behalf of said entity.

[SEAL]

Jean Marie Gard
Signature
NOTARY PUBLIC, STATE OF TEXAS



COUNTY OF JEFFERSON, TEXAS

[Signature]
Signature

Printed Name: Jeff Branick

Title: Jefferson County Judge

Date: 04-29-2019

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 29th day of APRIL, 2019,
by Jeff Branick (Authorized Representative), County Judge (Title) of Jefferson County, Texas, on behalf
of said County.

[SEAL]



[Signature]
Signature

NOTARY PUBLIC, STATE OF TEXAS

Exhibit A

Scope of Services

The Services Provider will perform the following services in the administration of the Program:

Community Outreach

1. Maintain a website and database;
2. Promote owner participation in the Program;
3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
4. Publish the Technical Standards Manual on the Program website;
5. List interested, qualified capital providers on the Program website or link to another neutral directory of capital providers to enable property owners to identify potential sources of private third-party financing;
6. Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the Technical Standards Manual modeled after PACE-in-a-Box; and
7. Establish quality assurance measures.

Application and Approval Process

1. Publish a Project Application Form modeled after PACE-in-a-Box on the Program website;
2. Review submitted Application forms for administrative completeness and notify the applicants of any missing information;
3. Maintain the confidentiality of confidential owner information;
4. Maintain the PACE application process, including:
 - Draft and distribute the PACE application, as well as accept and review the property owner's completed application;
 - If the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a qualified capital provider, determining final project scope and completing and submitting a closing verification package.
 - Conduct a pre-closing verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds a title to the property to be subject to a PACE assessment that is not in dispute; and
 - Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.
5. Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according a Technical Standards Manual modeled after PACE-in-a-Box; This review will include a:

- Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with Program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.
6. Require independent third-party verification, according to the Technical Standards Manual modeled after PACE-in-a-Box, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);
 7. Require capital provider to confirm in writing its determination, based on underwriting factors established by the capital provider, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
 8. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
 9. Review and finalize the terms of every Owner Contract and Capital provider Contract prior to execution; The Contract must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
 10. Collect and retain owner application fees as compensation for administrative services;
 11. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:
 - The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
 - Such financial information about the owner and the property as the capital provider chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - All other information required by the Services Provider. Coordinate and take part in assessment transaction closings;
 12. Execute contracts under the Program as authorized on behalf of the Local Government.
 13. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved Project in the Official Public Records of the county where the project is located; The Notice must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
 14. Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each Project was properly completed and is operating as intended; and
 15. Collect and retain administration fees collected by capital providers from owners that receive PACE financing.

Management and Reporting

1. Manage communications with qualified capital providers regarding assessment servicing, payment, and default;
2. Upon notification by a qualified capital provider of an owner's default in payment of an assessment and the qualified capital provider's compliance with the requirements of the Qualified Capital Provider Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;
3. Receive and store property owner reports on energy and water savings;
4. Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute;
5. At the request of property owners, prepare annual notices of assessment to be issued by the Local Government to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the Owner Contract and the financing documents;
6. Determine the amounts of the application and administration fees to be paid by owners pursuant to Exhibit B;
7. Produce annual report on Lone Star PACE financing usage and the resulting energy and water savings enabled through PACE assessments.

Exhibit B

Compensation and Fees

Local Government specifically delegates its authority to collect fees as allowed under section 399.008(e) of the Texas Local Government Code to the Services Provider and retain those fees as consideration for services under this Agreement.

Services Provider shall determine the amounts of the fees to be paid by Property Owners participating in the Program. Such fees will not exceed those listed below:

1. An application fee of up to \$2,500 which will be applied towards Closing Fee; and
2. A Closing fee of 0.75% of the total amount of the Assessment, (less application fee.); and
3. An annual administration fee of 0.10% of the outstanding principal balance, which amount shall be collected by the qualified capital provider and remitted to Services Provider as provided in the Owner Assessment Contract and financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the qualified capital provider by the property owner, the qualified capital provider shall pay this fee to Services Provider at the time of each payment by the property owner in accordance with the financing documents.

No amounts shall be due by the Local Government to Services Provider.

Exhibit C
Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 Each Occurrence, and \$1,000,000 Aggregate

Special, April 29, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 29, 2019