

**REGULAR, 6/10/2019 1:30:00 PM**

BE IT REMEMBERED that on June 10, 2019, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF 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*  
*June 10, 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  
June 10, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **10th** day of **June 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

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



## **PURCHASING:**

1. Execute, receive and file a contract renewal for (IFB 17-016/YS), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Inspection for Jefferson County for a second one (1) year renewal with Advantage Interests, Inc. from June 17, 2019 through June 16, 2020.

**SEE ATTACHMENTS ON PAGES 7 - 7**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve award, execute, receive and file a contract for (RFP 18-049/YS), Security Services and Personnel for Jefferson County with Allied Universal.

**SEE ATTACHMENTS ON PAGES 8 - 17**

**Action: TABLED**

3. Consider and approve award, execute, receive and file a contract for (RFP 19-014/JW) Design and Installation of Exterior LED Message Center & Indoor LED Video Board/Replay Panel for Ford Park Entertainment Complex with ACE Sign Company for a Replacement LED Message Center (Display Panels) for the Outdoor Marquee and Complete Replacement of the Arena Scoreboard/Display, for a total cost of \$244,314.00.

**SEE ATTACHMENTS ON PAGES 18 - 24**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

***Notice of Meeting and Agenda and Minutes***  
***June 10, 2019***

4. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 17-043/JW), Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County with BDS Constructors, LLC dba MK Constructors for an increase of \$686,400.00 due to increased mobilization costs, bringing the total contract amount from \$6,699,693.20 up to \$7,386,093.20. This change order will not change the total number of working days for this project. This project is funded by grants from the National Fish and Wildlife Foundation (NFWF) and the North American Wetlands Conservation Act (NAWCA). Any construction cost not covered by these two grants will be funded from the County's settlement with BP.

**SEE ATTACHMENTS ON PAGES 25 - 26**

**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:**

5. Consider and approve budget transfer - Juvenile Detention - additional cost for food.

120-3064-424-3033	FOOD	\$15,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$15,000.00

**SEE ATTACHMENTS ON PAGES 27 - 27**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Discuss, consider and possibly approve participation in the Gulf Coast Strategic Highway Coalition. Dues are currently \$5,000 per year.

**SEE ATTACHMENTS ON PAGES 28 - 33**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

7. Regular County Bills - check #459987 through checks #460260.

**SEE ATTACHMENTS ON PAGES 34 - 44**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

8. Receive and file executed Inter-local contract relating to the Planning, Development, Operation and Provision of 9-1-1 Service and Use of 9-1-1 Funds between Jefferson County and the Southeast Regional Planning Commission.

**SEE ATTACHMENTS ON PAGES 45 - 54**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

9. Receive and file executed Emergency Notification System Interlocal Agreement between Jefferson County and Southeast Regional Planning Commission (SETRPC) to enable the County to utilize the Blackboard for emergency notifications.

**SEE ATTACHMENTS ON PAGES 55 - 61**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

10. Consider, possibly approve, authorize the County Judge to execute, receive and file Guidelines for First Time Sewer Connection Program between Jefferson County for the Texas Community Development Block Grant Program, Contract No. 7218240. (This is for residences damaged by Hurricane Harvey.)

**SEE ATTACHMENTS ON PAGES 62 - 67**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*June 10, 2019*

11. Consider, possibly approve, authorize the County Judge to execute, receive and file OSSF Guidelines for On-Site Sewage Facilities Assistance Program, Texas Community Development Block Grant Program, Contract No. 7218240. (This is to assist homeowners who suffered damage as a result of Hurricane Harvey.)

**SEE ATTACHMENTS ON PAGES 68 - 75**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**ENGINEERING:**

12. Execute, receive and file Utility Permit 06-U-19 to AT &T for the placement of fiber optic cable starting at the corner of Industrial Road and Chemical Road and ending at 5898 Industrial Road. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 76 - 80**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**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.**

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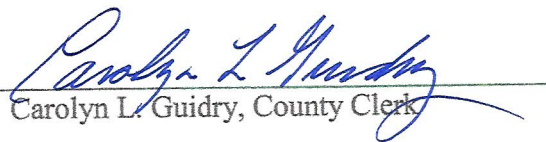
**Jeff R. Branick**  
**County Judge**

**CONTRACT RENEWAL FOR IFB 17-016/YS  
TERM CONTRACT FOR FIRE SPRINKLER, FIRE PUMP,  
KITCHEN HOOD SUPPRESSION AND HALON 1301 FIRE  
SUPPRESSION INSPECTION FOR JEFFERSON COUNTY**

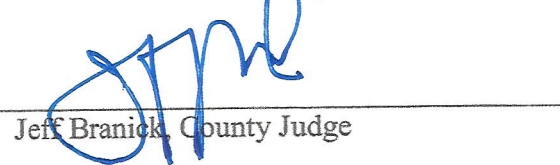
The County entered into a contract with Advantage Interests, Inc. for one (1) year, from June 19, 2017 to June 18, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from June 17, 2019 to June 16, 2020.

ATTEST:

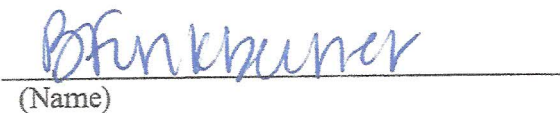
  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Advantage Interests, Inc.

  
(Name)



## SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF JEFFERSON COUNTY ("Jefferson County"): Jefferson County

By signing below by their duly authorized representatives, Jefferson County and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

JEFFERSON COUNTY: Jefferson County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

1149 Pearl Street, Beaumont, TX 77701

Fax: \_\_\_\_\_

UNIVERSAL PROTECTION SERVICE, LP d/b/a  
Allied Universal Security Services

By: \_\_\_\_\_

Name: John McQuillen

Title: General Manager

Address for Notices:

Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428

Fax: 409-842-4905

### GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of one (1) year, with four (4) additional years with options to renew, beginning on July 19, 2019 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Jefferson County shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Jefferson County shall pay in full the amount of and will be deemed to accept all invoices submitted to Jefferson County via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Jefferson County on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

#### A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Jefferson County's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Jefferson County agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Jefferson County may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Jefferson County's location(s).
3. The purpose of any inspection at Jefferson County's location(s) by

Allied Universal is solely to assist Jefferson County with its loss control program. The safe maintenance of Jefferson County's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Jefferson County.

#### B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Jefferson County's location(s). Should Jefferson County direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Jefferson County will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees

assigned to Jefferson County's location(s) with Jefferson County requested additional training at the costs set forth in Exhibit B.

3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Jefferson County will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Jefferson County's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Jefferson County's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Jefferson County shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Jefferson County acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Jefferson County agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Jefferson County's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Jefferson County shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

#### **C. Billing**

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Jefferson County to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Jefferson County shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Jefferson County agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Jefferson County notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Jefferson County as incurred or accrued and Jefferson County shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Jefferson County is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Jefferson County hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Jefferson County is responsible under this section, the appropriate amount shall be promptly paid by Jefferson County to Allied Universal unless Jefferson County provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Jefferson County agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Jefferson County under this Agreement, Jefferson County agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

#### **D. Physical and Intellectual Property**

1. Jefferson County recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Jefferson County further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Jefferson County and Jefferson County's personnel will have no proprietary interest in the Work Product. Jefferson County acknowledges that it will not share such Work Product with any third party and any Work Product in Jefferson County's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

#### **E. Insurance and Indemnification**

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Jefferson County's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Jefferson County's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles.

4. Jefferson County agrees that Allied Universal is not an insurer of Jefferson County's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Jefferson County assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Jefferson County waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Jefferson County, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Jefferson County and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the



grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Jefferson County or otherwise resulting from Allied Universal's compliance with specific direction from Jefferson County; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Jefferson County, or other benefits or insurance provided by Jefferson County to its employees, including but not limited to medical, disability, and workers compensation benefits

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Jefferson County in any situation, whether in contract or tort, or otherwise, shall be limited to Jefferson County's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Jefferson County to Allied Universal, such amounts to be inclusive of any defense costs.

7. Under no circumstances will Allied Universal be liable to Jefferson County, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

8. Jefferson County shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Jefferson County to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

#### **F. Compliance with Laws**

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies ("SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Jefferson County agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Jefferson County shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Jefferson County shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Jefferson County shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Jefferson County for Workers' Compensation claims or for fulfilling independent statutory duties Jefferson County owes to third parties or its employees.

#### **G. Miscellaneous**

1. This Agreement represents the entire agreement and understanding of

the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Jefferson County to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Jefferson County as an additional charge invoiced and paid by Jefferson County as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Jefferson County's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Jefferson County may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Jefferson County assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Jefferson County, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or



written), Allied Universal and Jefferson County agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Jefferson County represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Jefferson County are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party

14. Jefferson County acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time

security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Jefferson County has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Jefferson County acknowledges that Jefferson County alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Jefferson County that additional security professionals and/or services are available at an additional cost; and that Jefferson County has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

to Agreement Between

**Allied Universal**  
**and**  
**Jefferson County**

**LOCATIONS FOR SECURITY SERVICES PROVIDED BY****Allied Universal**[Branch Address] 4345 Phelan Blvd, Suite 102, Beaumont, TX 77707[Branch Telephone] 409-842-4295[Branch Fax & Email] john.mccracken@aus.com

<u>Location</u>	<u>Specify for each location: Armed Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
1. Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont, TX 77701	Unarmed	Monday – Friday 8:00 AM – 5:00 PM Two (2) unarmed officers  Monday – Friday 7:30 AM – 4:30 PM One (1) unarmed Lead Officer  1hr unpaid lunch per officer	120
2. Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont, TX 77701	Unarmed	Monday – Friday 8:00 AM – 5:00 PM Three (3) unarmed officers  1hr unpaid lunch per officer	120
3. Port Arthur Subcourthouse 525 Lakeshore Drive, Port Arthur, TX 77640	Armed	Monday – Friday 8:00 AM – 5:00 PM One (1) armed officer  5hrs billed at OT rate unless short week due to holiday	45
4. Mid County Tax Office 4605 Jerry Ware Drive, Beaumont, TX 77705	Armed	Monday – Friday 8:00 AM – 5:00 PM One (1) armed officer  5hrs billed at OT rate unless short week due to holiday	45

**Description of Services:**

The Services Allied Universal will provide Jefferson County pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Jefferson County.

- Any unusual incidents detected or reported will be reported to Jefferson County via the designated Jefferson County contact. An incident report will be filled out and a copy will be forwarded to Jefferson County. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Jefferson County, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

EXHIBIT "B"

to Agreement Between

**Allied Universal  
and  
Jefferson County**

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	Unarmed	Armed
Security Professional Regular Rate	\$ <u>18.02</u> per hour	\$ _____ per hour
Security Professional Overtime* Rate	\$ <u>27.03</u> per hour	\$ _____ per hour
Security Professional Holiday Rate	\$ <u>27.03</u> per hour	\$ _____ per hour
Site Lead Regular Rate	\$ <u>20.00</u> per hour	\$ _____ per hour
Site Lead Overtime* Rate	\$ <u>30.00</u> per hour	\$ _____ per hour
Site Lead Holiday Rate	\$ <u>30.00</u> per hour	\$ _____ per hour

For Location 2:	Unarmed	Armed
Security Professional Regular Rate	\$ <u>18.02</u> per hour	\$ _____ per hour
Security Professional Overtime* Rate	\$ <u>27.03</u> per hour	\$ _____ per hour
Security Professional Holiday Rate	\$ <u>27.03</u> per hour	\$ _____ per hour

For Location 3:	Unarmed	Armed
Security Professional Regular Rate	\$ _____ per hour	\$ <u>23.37</u> per hour
Security Professional Overtime* Rate	\$ _____ per hour	\$ <u>35.05</u> per hour
Security Professional Holiday Rate	\$ _____ per hour	\$ <u>35.05</u> per hour
For Location 4:	Unarmed	Armed
Security Professional Regular Rate	\$ _____ per hour	\$ <u>23.37</u> per hour
Security Professional Overtime* Rate	\$ _____ per hour	\$ <u>35.05</u> per hour
Security Professional Holiday Rate	\$ _____ per hour	\$ <u>35.05</u> per hour

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.

\* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement. Holidays are not included, since facilities are closed in observance of State & Federal Holidays and no security coverage is required.
3. Health insurance and vacations will be direct billed as incurred, for those that elect coverage
4. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
5. Should Jefferson County require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.
6. All Allied Universal Security personnel assigned to this contract will adhere to Grooming policy, as stated in Exhibit C of this document.
7. Jefferson County Sheriff's Office reserves the right to alternate or change security officer coverage from armed to unarmed or from unarmed to armed by giving Allied Universal local Beaumont management a 15 day prior written notice.
8. Port Arthur subcourthouse and Mid county tax office security officers hourly schedule will be 8:00 AM to 5:00 PM Monday – Friday, (with the exclusion of observed holidays) will allow for 5 hours per week of billed overtime at each of these locations.
9. Allied Universal's employee no call off, no show policy, after third offense, Jefferson County Sheriff's Office has the option to impose a \$200.00 penalty per occurrence, which may be incurred in the form of an invoice credit.

## EXHIBIT "C"

### Grooming, Appearance and Dress

#### **Policy**

The purpose of this policy is to establish guidelines with "Security Professional" as a priority and standards for grooming, appearance, and dress for on duty personnel. It is the responsibility of the Security Professional while working on this contract and on duty to meet personal hygiene/appearance requirements and grooming/dress standards as set forth in this policy. Employees shall present a "professional" image, avoiding any tendency to call attention to him or her through any aspect of grooming, appearance, dress, ornamentation or manner of appearance that could be offensive to any segment of society. The General Manager may make exceptions to this policy due to duty assignments.

#### **Definitions:**

- A. "Security Professional" any uniformed Allied Universal working on this contract
- B. "Uniform" means the official clothes and equipment worn by the Security Professionals (SP)
- C. "Uniformed Personnel" means any person wearing a uniform that represents this office.
- D. "Other Personnel" means any person that is not required to wear a uniform.
- E. "Jewelry" means any item worn by personnel that is ornamental, religious or used as a medical alert for specific problems.
- F. "Unauthorized Jewelry" means any jewelry, to include belt buckles that are oversized, gaudy or pretentious in appearance, represents a safety hazard, or interferes with the safe performance of one's job.

#### **Grooming, Appearance and Dress**

- A. Uniformed personnel will not display necklaces outside the uniformed shirt.
- B. Earrings are to be worn as a matching pair with one in each lobe that is not considered oversized, gaudy, or pretentious in appearance. Females may wear one, small conventional (gold, white pearl or silver) earring in each ear while in uniform. Dangling earrings are not permitted for uniformed female personnel. Male employees will not wear earrings.
- C. SP's will not display any body piercing that is visible while on duty except as noted above.
- D. Only one ring may be worn on each hand while in uniform (exception wedding rings consisting of two parts). Oversized or large rings that protrude exceedingly shall not be worn.

#### **Rules of Person Hygiene For On-Duty Personnel**

- A. Hair must be neat, clean, trimmed to present a well-groomed appearance.
- B. Cosmetics must be conservative and not to gaudy, pretentious or unusual in appearance as to attract undue attention.
- C. SP's must maintain acceptable standards of hygiene and cleanliness.
- D. Fingernails either actual or artificial shall be short enough as to not extend beyond the end of the fingers. SP's must keep their fingernails trimmed. No ornament associated with the nails may be employed. No nail color may be worn if the appearance that results is so gaudy, pretentious or unusual as to attract undue attention. Fingernail polish with radical designs or extravagant colorings is not permitted.

#### **Hair regulations for uniformed personnel**

- A. Mustaches must not extend below the lower lip line or more than ½ inch on either side. Beyond the vertical axis corner of the mouth. No handlebar, Fu Manchus, or Walrus-type mustaches will be allowed.
- B. Beards and Goatees are not permitted. The face shall be clean-shaven other than the wearing of acceptable mustaches and sideburns.
- C. Hair may be worn over the ears provided that it does not extend more than 1 inch below the top of the ear and the style has an overall neat and even appearance. The hair must be put up in the back as to not extend past the bottom edge of the collar. Hair must not lap or curl over the ear or over the top of the shirt collar when personnel are standing with the head held erect.
  - 1. The acceptability of the SP's hairstyle is judged with safety as apriority and also to maintain uniformity and conformity and conform with the policy set forth.
  - 2. Hair in front must be groomed so that it does not fall below the eyebrows, and so that if headgear is worn that it does not cause it to project awkwardly from the head.
  - 3. SP's may not adopt a hairstyle, which requires special combing or treatment in order to meet standards for a brief period only (i.e. inspections). Acceptability is judged on the basis of the manner in which the SP usually wears his/her hair while on duty in uniform.
  - 4. Female SP's, while in uniform may pin their hair so that it meets the above standards.

- D. Sideburns shall not extend beyond the middle of the earlobe. Sideburns are neatly trimmed and uniform width from top to bottom and do not give a bushy appearance. No flare or mutton chop sideburns are permitted.
- E. Wigs and hairpieces may be worn as long as they comply with the above mentioned hair regulations.
- F. No exotic or unusual hairstyles or cuts (i.e., dreadlocks, mo-hawks, and braids, etc.,) shall be permitted. Only natural hair colors are permitted. (i.e. Black, blonde, brown, gray, etc..)



11935 Interstate 30, Little Rock, AR 72209  
Phone: 800-224-1366 / Fax: 800-224-0342

Contract: Jefferson County RFP: (RFP 19-014/JW) Design and Installation of Exterior LED Message Center & Indoor LED Video Board/Replay Panel for Ford Park Entertainment Complex

**Contract Date:** 05/14/19  
**Customer #:** CRM011565  
**Page:** 1 of 3

SOLD TO:	JOB LOCATION:
Jefferson County	Ford Park Entertainment Complex 5115 Interstate 10 Access Rd Beaumont TX 77705  REQUESTED BY: Clayton Harrell

QTY 1	DESCRIPTION	TOTAL PRICE
	Manufacture and install on an existing structure 10' H x 14' W 16mm Double Sided Full Color Marquee with operating system.	\$119,854.00
	Manufacture and Install (1) 10'8.7" x 27' 8" 5mm with software operating system.	\$124,460.00
	Remove existing indoor and outdoor LED boards, scoreboards(includes discarding of those boards)(Pepsi/Miller Lite sign will not need to be removed at this time. If that changes ACE Sign Company will remove the sign)	
	LED boards include five year parts and labor warranty	
	Clayton Harrell will be the Account Manager for Jefferson County (Ford Park) should any service, maintenance, or technical support be needed. (479-313-5646) cell, (501-398-5033) office, (clayton.harrell@acesports.com) email.	
	Service response time to be within "24 business hours" of service once call is received	
	ACE Sign Company will provide demonstration and training for the outdoor marquis interface and indoor interface and software to control LED video boards. Adjustments to controller location will be at no cost pending available network cabling connections.	
	Estimated installation time frame would be approximately 90 days from permit approval.	
	ACE Sign Company will secure all appropriate permits for installation of both locations of LED video boards.	
	Tentative schedule-	
	Contract signing 6/10/19	
	Permit acquisition- 6/15/19	
	Component order- 6/16/19	
	Component receipt- 8/26/19	
	Factory assembly completed- 9/10/19	
	Shipping of displays- 9/12/19	
	Arrival of displays- 9/17/19	
	Removal of existing displays- 9/18/19	
	Installation of displays- 9/19/19	

**TOTAL PROPOSAL AMOUNT: \$244,314.00**





11935 Interstate 30, Little Rock, AR 72209  
Phone: 800-224-1366 / Fax: 800-224-0342

Company and Customer enter into the following customer contract ("Contract") regarding services provided for the Job Number identified above and more specifically described on the first page of this Contract (the "Project") and agree to the following terms and conditions regarding such Project:

**SPECIFICATIONS:** The Project shall be completed in accordance with the RFP listed above which are approved by Customer. Changes to any specification by customer must be approved by both parties in writing.

**EXCLUSIONS:** Proposal does not include primary electrical service or connection, data cabling, networking, integration with other products, shop drawings, engineering or taxes unless specifically stated above. Customer is responsible for approvals from all governing authorities. Customer is to furnish required primary electrical service within 6' of the, wiring, switches, data cabling and connection to the sign, or any other controls required at Customers own expense.

**PROPERTY:** Customer is to provide a site plan including property and right of way lines. Customer is responsible for selecting proper signage location. All private lines or other underground objects must be clearly marked by the customer in white paint. Any damage to items not clearly marked is the responsibility of the customer. Company shall not be liable for damage to pavement, lawn or landscaping.

**CONTRACT AMOUNT:** Payment NET 30 upon project completion

**ADDITIONAL WORK:** Unless stated as part of the Contract Amount on page one of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of rock, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than as described above, including, without limitation, shop drawings, samples, design layouts and modifications to architectural site plans; (iv) Company is requested or required to do any other additional work related to the Project that is not described in the description section on page one of this Contract. (v) Inadequate access to front and/or backside of the install area or unforeseen obstacles.

**INDEPENDENT CONTRACTOR STATUS:** Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in performance of services related to the Project or the installation of the Signage Property. **TAXES:** Taxes are not included unless indicated above. Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or governing authority.

**OWNERSHIP OF SIGNAGE PROPERTY:** Company shall contribute parts and materials related to the Project ("Signage Property"). Customer acknowledges and agrees that all signage property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 30 days of substantial completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to enter the property, take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due. Customer is responsible for all removal, transportation, storage, and re-installation charges.

**COMPANY DESIGNS:** Company may provide Customer with designs and artwork created by the Company in connection with the Project ("Company Designs"). All rights, title and interest in and to the Company Designs is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the Project and the Company's design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Contractor Work Product in the Company's name, as the owner and author thereof. Art renderings and/or proofs are for visualization purposes only. Scaling, dimensions, and colors may vary from the actual product.

**EXISTING STRUCTURES:** Company shall not be responsible for existing walls, signage or structures. Customer is responsible for providing engineering and adequate structure of existing structures before installation. Company is not responsible for cleaning, patching, painting etc. of existing walls or structures.

**CUSTOMER DELAY:** Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract. Completion time estimate starts after all contract documents, art approvals are signed, deposit has cleared and all permits are obtained.

**TERMINATION:** This contract may only be terminated in the sole discretion of the Company. In the event that this Contract is terminated, Customer shall pay Company for all work in progress related to the Project up to date of termination.

**DISCLAIMER OF WARRANTIES:** This contract is made with the understanding that there are no expressed or implied warranties other than those contained in this contract and that there are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit for any particular use or purpose other than those specifically mentioned herein. All warranties will be void if any product is serviced, tampered with or modified by a party other than company. Warranty is not valid until payment in full.

**FORCE MAJEURE:** Company shall not be liable for failure of or delays in the performance of the terms of this Contract resulting from strikes, breakage, fire, labor disputes,



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Phone: 800-224-1366 / Fax: 800-224-0342

unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company.

MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services to furnish materials and/or labor to manufacture signage related to the Project and further agrees that such materials and/or labor is for improvement of real property. Therefore Customer authorizes Company to file a Mechanic's Lien for any

Production time estimates start after all contract documents and art approvals are signed, deposit has cleared and all required permits are obtained.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED BY: Jeff R. Branick

SIGNATURE: [Signature]

TITLE: Jefferson County Judge

DATE: June 10, 2019

ATTEST  
DATE

[Signature]  
6/10/19





Ace Signs Of Arkansas L.L.C.  
 DUNS: 616484767 CAGE Code: 4HDV2  
 Status: Active  
 Expiration Date: 03/25/2020  
 Purpose of Registration: All Awards

11935 Interstate 30  
 Little Rock, AR, 72209-7052,  
 UNITED STATES

## Entity Registration

### Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

DUNS Number: 616484767  
 D&B Legal Business Name: Ace Signs Of Arkansas L.L.C.  
 Doing Business As: (none)

### Core Data

### Business & TIN Information:

#### Business Information:

Business Start Date: 09/01/2004  
 Fiscal Year End Close Date: 12/31  
 Company Division Name: Jason Offutt  
 Company Division Number:  
 Corporate URL: <http://www.acesigncompany.com>  
 Congressional District: AR 02  
 Initial Registration Date: 08/08/2006  
 Submission Date: 03/26/2019  
 Activation Date: 03/26/2019  
 Expiration Date: 03/25/2020

#### Physical Address:

Address Line 1: 11935 Interstate 30  
 City: Little Rock  
 State/Province: AR  
 Country: UNITED STATES  
 ZIP/Postal Code: 72209 - 7052



## **5 year limited warranty**

### **1. DEFINITION OF COVERAGE**

- 1.1 The 5 Year Warranty includes replacement of failed electronic parts and assemblies, as well as all mechanical components, of Vision outdoor LED Electronic Message Centers (EMCs). In the event of failure we will supply replacement parts and factory labor. We make every effort to make these parts available within 24 hours of request.
- 1.2 Vision will replace failed LEDs on Vision message centers if more than 1% of the LED's on a display module have failed. Vision defines failure as when the LED no longer emits light. As with all LED signs, the LED display will eventually dim to the point where it will need to be replaced even though LEDs are still operating. This warranty does not cover LED dimming.
- 1.3 Modems and wireless communications systems are covered by their manufacturers warranty and are not covered under the vision 5 year warranty. As to wireless performance, local site interference or obstructions may cause intermittent or complete failure of wireless communication. This plan does not include replacement communication methods for the purpose of overcoming local wireless communications interference. Thorough site survey and testing is the best solution to successful wireless communications deployment. Wireless communications are accomplished via public airwaves and subject to interference from many sources; there can be no guarantee on the performance of this technology.

### **2. ELIGIBILITY FOR SERVICE**

- 2.1 The authorized Vision Selling Partner must provide a completed 5-Year Warranty Activation Form to Vision within 30 days of the sign installation to be eligible for the 5-Year warranty. Failure to submit a completed activation form within this time frame will result in the forfeiture of the 5-year warranty and Vision's standard 1-year limited warranty will apply.

### **3. PURCHASER'S RESPONSIBILITIES**

- 3.1 The purchaser is responsible for routine operator training, routine maintenance, and preventative maintenance functions including maintenance of ventilation and filtering systems. Failure to maintain ventilation or filtering systems, will void coverage under this plan for affected components at Vision's discretion.
- 3.2 The original purchaser must notify Vision if a change of location or ownership of the displays occurs. Failure to do so will void this warranty.

### **4. SALES PARTNER RESPONSIBILITIES**

- 4.1 The Sales Partner is responsible for obtaining warranty parts through the Vision RMA process.
- 4.2 The Sales Partner will make a deposit by credit card for the value of RMA parts at time of order. When RMA parts are returned within 30 days of receipt with all return documentation, a credit will be made in the original amount of the deposit for that RMA.
- 4.3 The Sales Partner is responsible for installation of warranty parts per factory recommended processes.
- 4.4 The Sales Partner must provide information through the Warranty Activation Checklist as provided in 2.1.
- 4.5 Sales Partner is responsible for ensuring correct product installation per Vision installation instructions. Failures due to improper installation will void the warranty at Vision's sole discretion.
- 4.6 The Sales Partner is responsible for returning RMA parts to Vision within 30 days of shipment. The parts must be returned in the original packaging and the RMA number must be visible on the outside of the package. Vision offers a prepaid return label.
- 4.7 Vision reserves the right to assign an alternative Sales Partner to maintain customer satisfaction if aforementioned responsibilities are not consistently met.

### **5. SERVICE LIMITATIONS**

- 5.1 Vision is not responsible for damage or operating defects of failures from user neglect or abuse, improper installation (per Vision installation guide, specifically correct earth grounding of Sign Case), or maintenance or servicing by anyone other than Vision Displays or its authorized service representative.
- 5.2 This service plan does not cover defects or failure as a result of the use of replacement parts other than those supplied by Vision Displays.

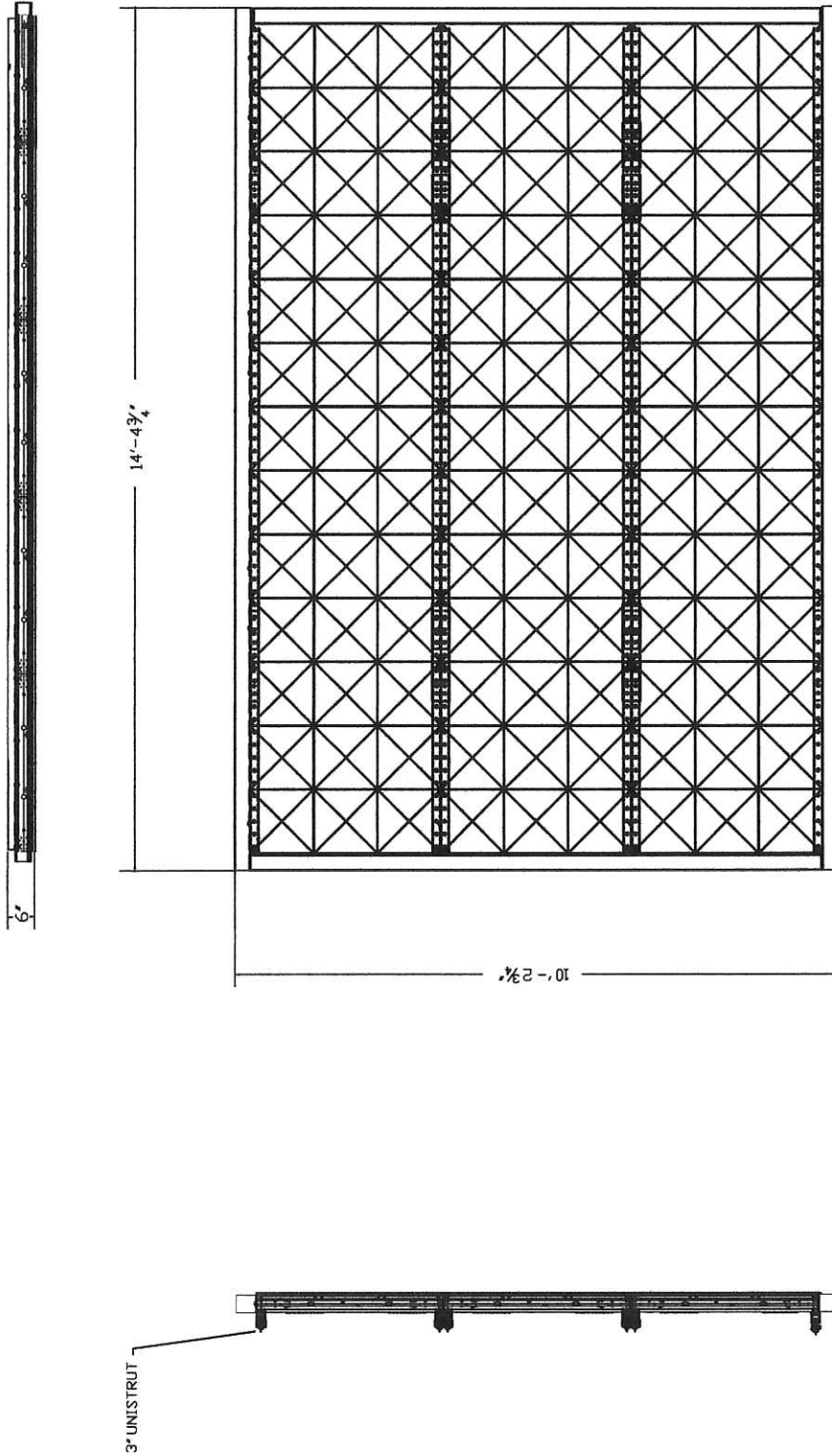
### **6. LIMITATION OF WARRANTY AND LIABILITY**

- 6.1 In no event will Vision Displays be liable for any lost profits or any special, indirect, or consequential damages.

### **7. GENERAL**

- 7.1 This coverage may not be changed or terminated orally.
- 7.2 Neither party shall assign this service plan unless consented to by the other party.





DESIGN PARAMETERS PER REQUIREMENTS OF  
IBC 2012/IBC 2015/FBC 2014/ASCE 7-10, 16S mph,  
MAXIMUM UPRIGHT SPACING 8'-4 1/8" (2560mm)  
ALLOWABLE CANTILEVER 4'-2 3/8" (1280mm) MAX.  
CONTINUOUS 4"x4"x 3/8" S.A. LEDGER OR EQUIVALENT

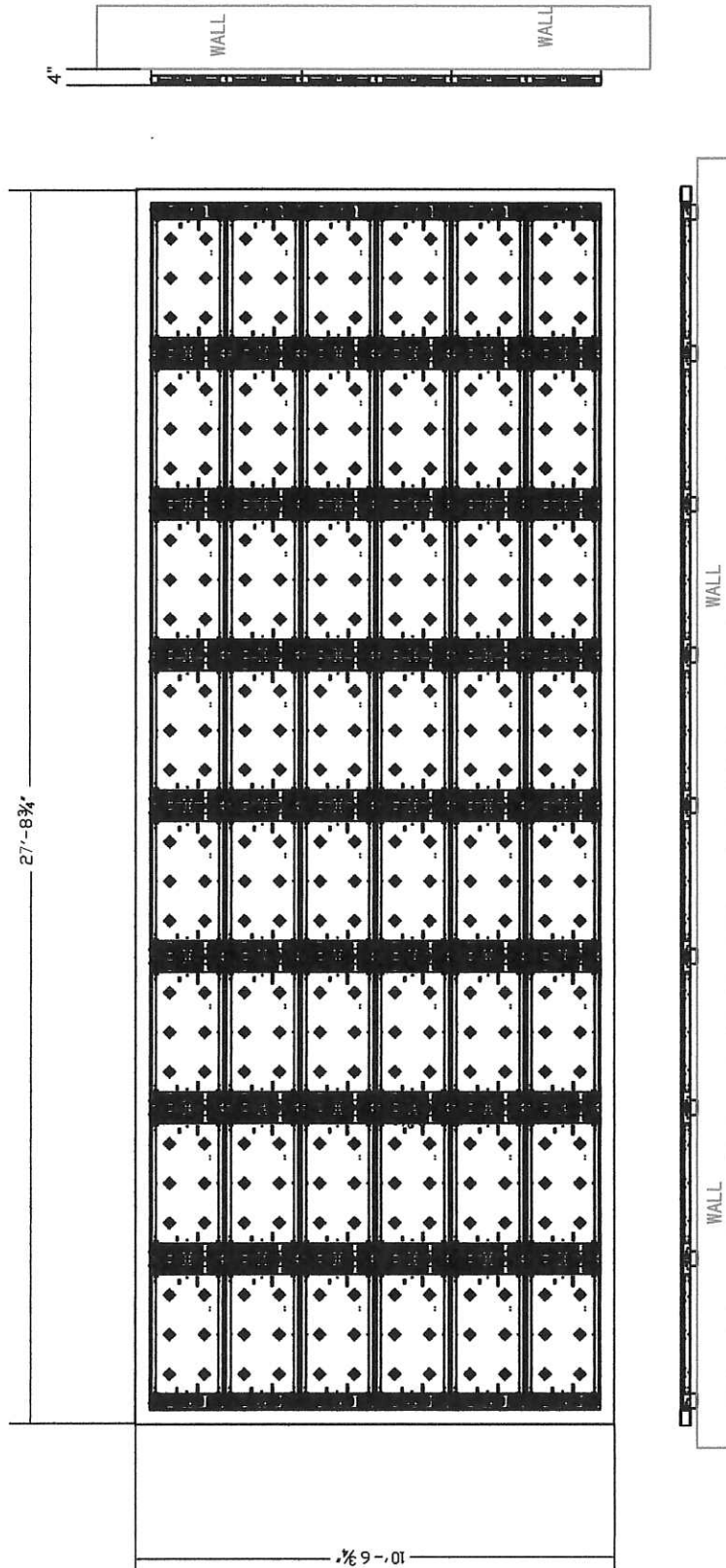
PRODUCTION NOTES:  
1) CABINET POWER PRE-WIRED BY COLUMN  
2) TRIM COLOR - AS REQ'D  
3) USE 3/4"-13 GRADE 5 SERRATED FLANGE BOLTS  
AND NUTS UNLESS OTHERWISE NOTED  
4) ALL FABRICATED ALUMINUM AND STEEL PARTS  
TO BE PAINTED SATIN BLACK.

APPROXIMATE SIGN WEIGHT  
MOUNTING STRUT AND BRACKETS  
ELECT SYSTEM  
LED MODULES  
TRIM  
CABLING  
TOTAL..

94#  
150#  
1,283#  
106#  
32#  
1,559#

PART NUMBER		APPROVALS		ACE SPORTS	
REV	DESCRIPTION	DATE	APPD	16mm 160 x 280 DBB UNISTRUT MTG	
	REVISIONS			10"-2"x14"-8" 16mm X16-A DBB	
				SIZE B	SCALE 1:50
				DWG NO.	B-2797
				DO NOT SCALE THIS DRAWING.	SH 1
					REV. 1





DESIGN PARAMETERS PER REQUIREMENTS OF  
IBC 2012/IBC 2015/FBC 2014/ASCE 7-10, 165 mph,  
MAXIMUM UPRIGHT SPACING: 8'-4 1/8" (2560mm)  
ALLOWABLE CANTILEVER: 4'-8 3/4" (2800mm) MAX.  
CONTINUOUS 4"x4"x 3/4" S.A. LEDGER OR EQUIVALENT

PRODUCTION NOTES:

- 1) CABINET POWER PRE-WIRED BY COLUMN
- 2) TRIM COLOR - AS REQ'D
- 3) USE 3/4"-13 GRADE 5 SERRATED FLANGE BOLTS  
AND NUTS UNLESS OTHERWISE NOTED
- 4) ALL FABRICATED ALUMINUM AND STEEL PARTS  
TO BE PAINTED SATIN BLACK.

APPROXIMATE SIGN WEIGHT

MOUNTING STRUT AND BRACKETS  
ELECT SYSTEM  
LED MODULES  
TRIM  
CABLING  
TOTAL..

194#  
50#  
1,382#  
186#  
82#  
1,894#

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Date: 6/5/2019

Project: **SIPHON CONTROL STRUCTURES**  
**@ Oil Cut Ditch & Salt Bayou**

Owner: **Jefferson County, TX**  
**1149 Pearl Street**  
**Beaumont, Tx 77701**

Attn: **Victoria Dai, P.E.**

RE: **Change Order Request #1**

Dear Ms. Dai,

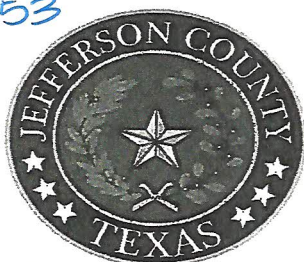
As you are aware, MK Constructors submitted a bid back in January of 2018, and was given a Notice of Award, for the construction of the Siphon Control Structures project at Oil Cut Ditch and Salt Bayou. The project consists of installing eight (8) 36" bores under the Intra Coastal Waterway at two (2) locations. The first location is located approximately 3.5 miles West of the Hwy 87 Intra Coastal Bridge and the second location is approximately 8 miles from the same bridge. There is no access to these sites via land which means that all access will be by water.

When MK originally bid the project we included costs for marine transportation for our equipment, labor, and materials to get from dockside to the project locations. Since the time the project was originally bid there has been a substantial increase in oil prices which has led to increased energy sector marine traffic in our area. The equipment that we were planning to use for the project (tug boat, spud barge, material barge, and crew boats) was no longer available which led to us having to seek other vendors for our marine transportation needs. These costs have now doubled along with increased fuel costs since the time the project was originally bid. It is for this reason that we are humbly requesting \$686,400.00 be added to the project budget in order to compensate us for these additional costs.

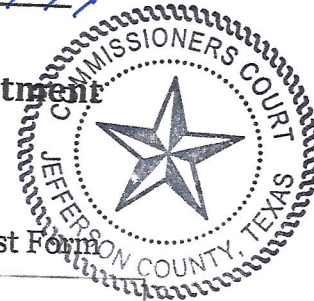
We appreciate both you and the County working with us on this issue to help this project move forward. Thank you for your attention to this matter. We look forward to working with you on the project.

Sincerely,

Mike Suire  
 MK Constructors



Jefferson County Purchasing Department  
Jefferson County, Texas



Construction Contract Change Order Request Form

Engineer: LJA Engineering, Inc. 2615 Calder Ave, Suite 500 Beaumont, Texas 77702	Owner: Jefferson County, Texas 1149 Pearl Street, 1st Floor Beaumont, Texas 77701	Contractor: MK Constructors PO Box 1208 Vidor, Texas 77670	
PO# 075753 IFB 17-043/JW Agreement Date: June 3, 2019 Change Order No.: 1	Contract For:  Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County		
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Bid Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
9	Mobilization		\$686,400.00
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Previous Change Order(s): None		Net Change From Previous Change Orders: 0 days	
Contract Price Prior to this Change Order: \$6,699,693.20		Contract Time Prior to this Change Order: 120 days	
Net Increase/Decrease of this Change Order: \$686,400.00		Net Increase/Decrease of this Change Order: 0 days	
Contract Price With all Approved Change Orders: \$7,386,093.20		Contract Time With all Change Orders: 120 days	
Cumulative Percent Change In Contract Price (+/-) 10.25%		Grantee Contract End Date:	
Construction Contract Start Date: 6/3/2019		Construction Contract End Date (Estimate): 12/31/2019	

RECOMMENDED:

By: *Victoria D...*  
ENGINEER

Date: 6/4/19

RECOMMENDED:

By: *R. Branick*  
OWNER  
Jefferson County Judge  
Date: June 10, 2019

RECOMMENDED:

By: *Michael Quinn*  
CONTRACTOR

Date: 6-4-19





**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

---

5326 Hwy 69 South  
Beaumont, TX 77705  
Ph: (409) 722-7474  
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,  
Chief Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

**MEMORANDUM**

To: Fran Lee  
Auditor's Office

From: Edward J. Cockrell, Sr  
Chief Juvenile Probation Officer

Date: June 5, 2019

Re: **Budget Transfer**

I am requesting the following budget transfer from line item **120-3064**:

To:	120-3064-424.30-33	Food	\$15,000
From:	120-3064-424.10-02	Assistants & Clerks	\$15,000

This transfer is requested due to the increase in food cost. This will cover cost for the remainder of the fiscal year.



RECEIVED MAY 20 2019

# Gulf Coast Strategic Highway Coalition

Connecting U.S. Army Facilities and Texas Strategic Ports

*ask Patrick to  
visit w/ me re this*

## INVOICE

Gulf Coast Strategic Highway Coalition  
A Texas Non-Profit Corporation  
800 West 38th Street, Suite 9305, Austin, Texas 78705

*place  
on Agenda*

INVOICE: 1927  
DATE: May 16, 2019

**Bill To:**

**Attn: County Judge Jeff Branick**  
**Jefferson County**  
1149 Pearl St.  
Beaumont, Texas 77701

DESCRIPTION	AMOUNT
Gulf Coast Strategic Highway Coalition Annual Membership Dues	\$5,000.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Make all checks payable to: **Gulf Coast Strategic Highway Coalition**

Mail payment to:

Gulf Coast Strategic Highway Coalition  
800 West 38<sup>th</sup> St., Suite 9305  
Austin, Texas 78705

Thank you for being part of this important effort.

Coalition Contacts: Gary Bushell, Executive Director and Austin Representative - (512) 478-6661; [gebushell@aol.com](mailto:gebushell@aol.com)  
Don Rodman - Communications and Administration - (817) 379-2461; [don@therodmanco.com](mailto:don@therodmanco.com)  
Larry Meyers, Meyers & Associates - Washington Representative - (202) 484-2773; [larry.meyers@meyersandassociates.com](mailto:larry.meyers@meyersandassociates.com)  
Judge John Thompson, Coalition Board Chairman - (936) 328-6444; [zimmercreekconsultantsllc@gmail.com](mailto:zimmercreekconsultantsllc@gmail.com)



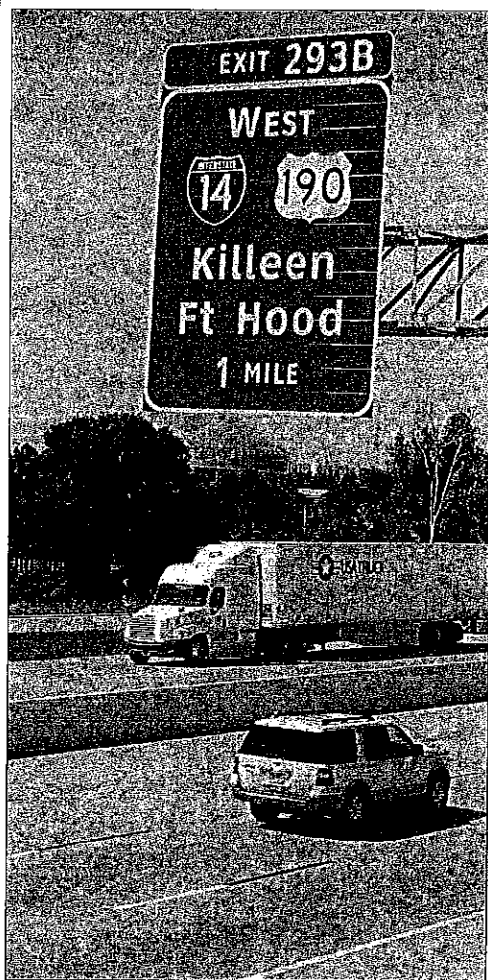
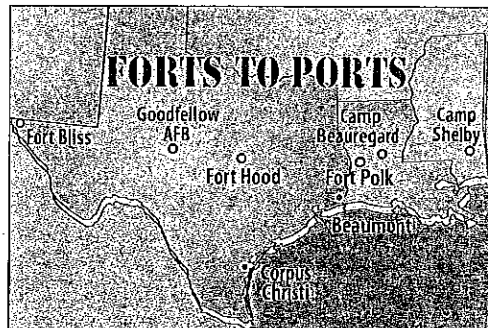
# Gulf Coast Strategic Highway Coalition

Connecting U.S. Army Facilities and Texas Strategic Ports

www.gulfcoaststrategichighway.org

5.2019

## Expanding the Multi-State Designation of I-14



- In 2015 Congress designated the Central Texas Corridor as future Interstate 14. The first 25-mile section of I-14 – connecting Fort Hood and Killeen to Interstate 35 at Belton – was added to the Interstate Highway System in 2017. It became America's newest interstate highway.
- The Central Texas Corridor begins in West Texas and runs through Killeen, Bryan/College Station, Huntsville, Livingston, the Alabama-Coushatta Tribe of Texas Reservation, Woodville and Jasper before crossing the Sabine River near Fort Polk in Louisiana.
- Community leaders in Texas, Louisiana and Mississippi are seeking congressional approval of a multi-state expansion of the Interstate 14 designation. Rep. Brian Babin (Woodville), Rep. Mike Conaway (Midland) and co-sponsors introduced the legislation in 2018 and have now re-introduced it in the 2019 Congress.
- The Texas corridor will include designation of two north-south interstate spurs on US 96 and US 69 between US 190 and I-10. A third north-south interstate spur on US 83 will connect to I-10 at Junction on from there via I-10 and I-37 to Corpus Christi. This key infrastructure carries military equipment, cargoes and personnel from military bases to the strategic deployment ports at Corpus Christi and Beaumont.
- A priority route to be added to the Central Texas Corridor would run west from Brady on US 87 through San Angelo, near Goodfellow AFB, to Sterling City and finally terminating at Interstate 20 at Midland-Odessa. From there I-20 connects to I-10 leading to El Paso and Fort Bliss, completing the interstate linkage between six military facilities across three states.
- The Gulf Coast System will also provide all-freeway routes connecting West Texas energy producing regions with manufacturing centers and global shipping connections on the Texas Coast. Expanding the route to include San Angelo and Midland-Odessa will provide significant connectivity benefits for these growing population and commercial centers. It will also provide an important high-elevation alternative to storm vulnerable sections of Interstate 10 and will provide greater hurricane evacuation capacity for growing coastal populations.
- The proposed expanded designation would run across Central Louisiana starting at the Sabine River and generally follow LA 8, LA 28 and US 84 to Leesville, Fort Polk, Alexandria, Pineville, Camp Beauregard and Vidalia where it will cross the Mississippi River. In Mississippi it will generally follow US 84 from Natchez to Brookhaven and east to a terminus with Interstate 59 at Laurel, not far from Camp Shelby.
- Upgrading existing highways as I-14 across Texas, Louisiana and Mississippi will provide the strategic benefit of better connecting four significant U.S. Army facilities to each other and to deployment seaports. The expanded corridor will provide greater efficiency in the movement of freight in each state and nationally. And it will bring economic development opportunities to communities in all three states.

Coalition Contacts: Gary Bushell, Coalition Executive Director, Austin - (512) 478-6661; gebushell@aol.com  
 Larry Meyers, Meyers & Associates - Washington Representative - (202) 484-2773; larry.meyers@meyersandassociates.com  
 Don Rodman - Communications - (817) 379-3461; don@therodmanco.com  
 Judge John Thompson, GCSHC Chairman, Former County Judge, Polk County - (936) 328-6444; zimmercreekconsultantsllc@gmail.com  
 800 West 38th Street, Suite 9305, Austin, Texas 78705

## I-14 Day In Washington



A total of 25 community leaders from Texas, Louisiana and Mississippi participated in I-14 Day events in 2018 including meetings in the offices of six senators and a dozen House members. The I-14 delegation included mayors, county judges, county supervisors, aldermen, city staffers and economic development officials.

## Communities in Three States Working Together



In a meeting held in Alexandria, Louisiana, Coalition Executive Director Gary Bushell provides a background briefing for community leaders from three states who are working in support of the expanded congressional designation for Interstate 14 in 2019.

# Update Gulf Coast Strategic Highway Coalition

A Multi-State Coalition Supporting Highway Improvements • Texas - Louisiana - Mississippi

May 1, 2019

- ❖ The Texas Transportation Commission will review critical highway needs in the Permian Basin and other energy sector impacted regions during a workshop on May 29<sup>th</sup>. This is the forth workshop the commission has conducted to help prepare for deciding which projects to add to the 2020 Unified Transportation Program. The commissioners are expected to see the first draft of the UTP in May followed by public input during June and July. The UTP, which allocates project funding for 10 years, must be approved in August. The I-14/Gulf Coast coalition will be represented at the May workshop.
- ❖ NEW MEMBERS - Milam County, Texas, and the Central Louisiana Regional Chamber of Commerce are now dues paying members of the Coalition. Welcome to Milam County Judge Steve Young and CenLa Chamber President Deborah Randolph as Coalition board members. Milam County is located between Temple and Bryan-College Station on the I-14 Central Texas Corridor. The Central Louisiana Chamber is representing Rapides Parish and the cities of Alexandria and Pineville which straddle north-south Interstate 49.
- ❖ We have also heard possible membership interest from others who attended our luncheon featuring Texas Transportation Commission Member Alvin New. Momentum is building and our Coalition is growing.
- ❖ Our Annual Meeting on March 27<sup>th</sup> was memorable and another step in building a stronger organization. A special thanks goes to James Beauchamp, president of the MOTRAN Alliance, for inviting guests from state government and industry and for hosting them at MOTRAN-sponsored tables.
- ❖ WASHINGTON – The I-14 Expansion and Improvement Act of 2019 was reintroduced in the US House on April 10<sup>th</sup> as expected. It is co-sponsored by members along the route in all three states. While no one knows how to pay for it, Democrats and Trump are talking about a \$2 trillion infrastructure package. Prospects remain dim in the current political environment. If it were to get legs it could be a vehicle for getting the Babin-Conaway I-14 designation legislation into law. The most likely vehicle for passage of our I-14 bill continues to be the 2020 mandatory renewal of the FAST Act.
- ❖ LOOP I-214 - At the Annual Meeting the Board approved a proposal from Brazos County to support adding a section to the Babin-Conaway bill designating a future loop around Bryan-College Station as I-214. That added language did not make it into the introduced bill because of timing but it can be added later.
- ❖ TEXAS HIGHWAY FUNDING – Senate Bill 962 (by Nichols), which would extend the authority for Prop 1 highway funding in Texas, was unanimously approved by the Texas Senate and will be heard by the Texas House Appropriations Committee on May 6<sup>th</sup>. Board members were emailed an Action Alert this week encouraging you to contact committee members.

Don Rodman  
I-14/Gulf Coast Communications  
don@therodmanco.com



# Gulf Coast Strategic Highway Coalition

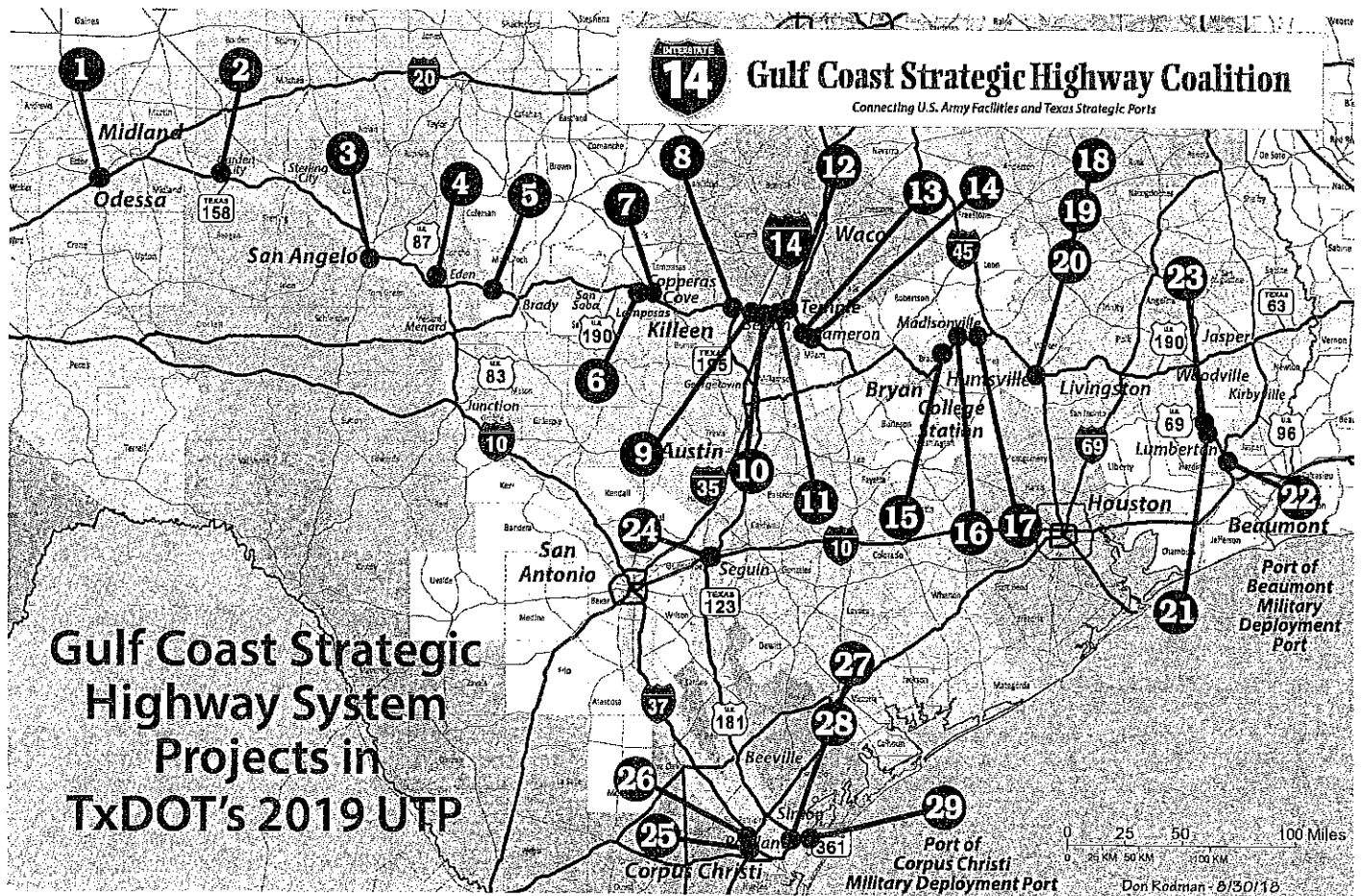
Connecting U.S. Army Facilities and Texas Strategic Ports

## Board Members

John Thompson*	Former County Judge, Polk County, <i>Board Chairman</i>
Connie Anderie	Mayor, City of Cameron (City Manager Rhett Parker)
Guy Andrews	Director of Economic Development, City of San Angelo
Mark Allen*	County Judge, Jasper County
James Beauchamp*	President, MOTRAN Alliance (Midland-Odessa)
David Blackburn*	County Judge, Bell County – <i>Board Vice Chair</i>
Jacques Blanchette*	County Judge, Tyler County
Edward Carrasco	Board Member, City of San Angelo Development Corp.
Adrian Cannady*	President, Temple Economic Development Corp.
Richard Clower	Jasper County Economic Development Corp./City of Jasper
John Crutchfield*	President/CEO, Greater Killeen Chamber of Commerce
Tim Davis	Mayor, City of Temple (City Manager Brynn Myers)
Dustin Fawcett	Vice President, MOTRAN Alliance
Chris Fisher	Executive Director, Port of Beaumont
Stephen C. Floyd*	County Judge, Tom Green County - <i>Board Secretary-Treasurer</i>
Brenda Gunter	Mayor, City of San Angelo
Billy Hamilton*	Texas A&M University – College Station
David Krebs	County Judge, San Patricio County
John LaRue*	Executive Director, Port of Corpus Christi Authority
Karl Mooney	Mayor, City of College Station (City Manager Bryan Woods)
Malcolm Morris*	Vernon Parish Police Jury, Leesville, LA – <i>Board Vice Chair</i>
Andrew Nelson	Mayor, City of Bryan (City Manager Kean Register)
Tommy Overstreet*	County Commissioner, Polk County
Duane Peters*	County Judge, Brazos County – <i>Board Vice Chair</i>
Deborah Randolph	President, Central Louisiana Regional Chamber of Commerce/ City of Alexandria, LA
Michael Reese	Chairman, Fort Polk Progress, Leesville, LA
Chandler Russ*	Southwest Mississippi Partnership – <i>Board Vice Chair</i>
	Executive Director, Natchez, Inc. Economic Development
Keith Sledd	President, Heart of Texas Defense Alliance – Killeen/Fort Hood
Ronnie Thomas	Council Member, Alabama-Coushatta Tribe of Texas
Steve Young	County Judge, Milam County

(\* Executive Committee Members)

5/2/19



	COUNTY		PROJECT	MILES	Total	DISTRICT
1	Ector	US 385	Build overpass S. Loop 338-Odessa	1.0	\$23.0	Odessa
2	Glasscock	SH 158	Overpass at SH 137	1.0	\$17.1	San Angelo
3	Tom Green	US 87	Rebuild Road Base/west of SH306	3.5	\$20.5	San Angelo
4	Concho	US 87	Passing Lanes-west of McCulloch C/L	12.9	\$11.0	San Angelo
5	McCulloch	US 87	Add passing lanes	0.7	\$0.3	Brownwood
6	Lampasas	US 190	Reconstruct and add turn lanes	1.0	\$4.7	Brownwood
7	Coryell	US 190	Widen/build interchange CoppCove	5.0	\$39.3	Waco
8	Bell	I-14 New	Upgrade Overpass at SH 195-Kil.	1.0	\$52.5	Waco
9	Bell	I-14	Widen to 6 lanes-Nolanville	4.4	\$26.5	Waco
10	Bell	I-14	Widen to 6 lanes-Nolanville	2.0	\$12.5	Waco
11	Bell	I-14 New	Widen to 6 lanes-W.Belton	5.0	\$35.0	Waco
12	Bell	I-35 New	Widen to 8 lanes Belton-Temple	5.7	\$266.0	Waco
13	Bell	US 190 New	Build 4-lane divided - Heidenheimer	7.0	\$62.8	Waco
14	Milam	US 190	Widen, Upgrade-from Bell C/L	2.0	\$14.2	Bryan
15	Madison	US 190	Widen to 4-lane divided	4.6	\$23.0	Bryan
16	Madison	US 190	Widen to 4-lane divided	10.4	\$56.0	Bryan
17	Madison	US 190	Widen to 4-lane divided	2.7	\$42.0	Bryan
18	Walker	I-45/US 190	Widen freeway-Huntsville	0.9	\$30.0	Bryan
19	Walker	I-45	Widen freeway-Huntsville	3.1	\$170.0	Bryan
20	Walker	I-45 New	Widen freeway-Huntsville	5.0	\$210.0	Bryan
21	Hardin	US 69	New location 4-lane divided	8.0	\$70.0	Beaumont
22	Jefferson	US 69	Widen freeway to 6 lanes	2.2	\$25.0	Beaumont
23	Tyler	US 69	New location 4-lane divided	4.8	\$70.0	Beaumont
24	Guadalupe	I-10 (partial)	Widen to 6 lanes (8.5 mil/\$200M)	2.0	\$50.0	San Antonio
25	Nueces	I-37	Widen by 3 lanes - Calallen	2.0	\$42.0	Corpus Christi
26	San Patricio	I-37	Widen freeway-Nueces River	0.7	\$22.0	Corpus Christi
27	San Patricio	US 181	Reverse ramps - Portland	1.4	\$4.0	Corpus Christi
28	San Patricio	US 181	Widen to 6 lanes - Portland	1.4	\$6.0	Corpus Christi
29	San Patricio	SH 361	Upgrade Interchange @ SH 35	1.0	\$60.0	Corpus Christi
			Approximate Miles on GCSH System	102.4	\$1.46 Billion	

The Unified Transportation Program (UTP) is a plan that guides the development of highway projects. It authorizes the distribution of funding expected to be available over the next 10 years. It is not a budget or a guarantee that a project will be built. It authorizes TxDOT and partners to prepare projects for construction based on a reasonable expectation of future cash flow. It is updated annually as another year is added to the planning horizon.

Cost is for construction and does not include design and right of way costs (est 20%)

PGM: GMCOMMV2	DATE 06-10-2019		PAGE: 1 34
NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	57.00	460086	
DAWN DONUTS	91.00	460211	
			148.00**
ROAD & BRIDGE PCT.#1			
DYNAMIC POWER SYSTEM, INC.	1,123.02	460025	
M&D SUPPLY	140.94	460050	
OFFICE DEPOT	129.42	460056	
PATHMARK TRAFFIC PRODUCTS OF TEXAS	804.00	460122	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
ADVANCE AUTO PARTS	136.14	460185	
ASCO	247.65	460187	
REPUBLIC SERVICES	125.66	460210	
BLACKTOP INDUSTRIES	710.80	460235	
ALLEN'S TREE EXPERTS	3,280.00	460249	
			6,767.63**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	419.85	460009	
ENTERGY	5.70	460038	
MID-COUNTY ALTERNATOR	125.00	460051	
MUNRO'S	20.00	460053	
ROMCO EQUIPMENT, INC.	592.72	460063	
BUMPER TO BUMPER	145.44	460127	
DE LAGE LANDEN PUBLIC FINANCE	90.00	460170	
MARTIN MARIETTA MATERIALS	523.50	460205	
REPUBLIC SERVICES	122.69	460210	
GULF COAST	232.21	460222	
HUNG NGUYEN	49.87	460260	
			2,326.98**
ROAD & BRIDGE PCT. # 3			
GULF COAST AUTOMOTIVE, INC.	76.99	460037	
ENTERGY	8.69	460038	
W. JEFFERSON COUNTY M.W.D.	27.14	460089	
WESTEND HARDWARE CO	106.15	460116	
VULCAN INC	1,398.20	460120	
DE LAGE LANDEN PUBLIC FINANCE	140.00	460170	
FELIX AAA AUTO & TRUCK PARTS LLC	54.08	460206	
REPUBLIC SERVICES	45.00	460210	
SMITTY'S HAMSHIRE GULF	7.00	460219	
GULF COAST	5,173.08	460222	
			7,036.33**
ROAD & BRIDGE PCT.#4			
KIRKSEY'S SPRINT PRINTING	24.95	460049	
M&D SUPPLY	136.57	460050	
MUNRO'S	66.11	460053	
OFFICE DEPOT	244.04	460056	
TAC - TEXAS ASSN. OF COUNTIES	225.00	460075	
W. JEFFERSON COUNTY M.W.D.	61.59	460089	
BEARCOM	558.00	460102	
UNITED STATES POSTAL SERVICE	2.60	460107	
DE LAGE LANDEN PUBLIC FINANCE	229.79	460170	
REPUBLIC SERVICES	214.79	460210	
			1,763.44**
ENGINEERING FUND			
DE LAGE LANDEN PUBLIC FINANCE	460.94	460170	
BRADLEY STAFFORD	1,807.12	460182	
			2,268.06**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	98.70	460011	
ENTERGY	8.69	460038	
AT&T	29.31	460072	
W. JEFFERSON COUNTY M.W.D.	54.28	460089	
LOWE'S HOME CENTERS, INC.	145.29	460118	
			336.27**
GENERAL FUND			



PGM: GMCOMMV2	DATE 06-10-2019	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. CLERK	2,943.14	459989
GERMER PLLC	300.00	460099
		3,243.14*
TAX OFFICE		
ACE IMAGEWEAR	23.55	460069
SOUTHEAST TEXAS WATER	276.50	460071
AT&T	109.08	460072
UNITED STATES POSTAL SERVICE	563.24	460107
UNITED STATES POSTAL SERVICE	41.70	460108
DE LAGE LANDEN PUBLIC FINANCE	370.00	460170
CINTAS CORPORATION	221.68	460217
		1,605.75*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	70.41	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
		70.41*
AUDITOR'S OFFICE		
OFFICE DEPOT	51.60	460056
SOUTHEAST TEXAS WATER	29.95	460071
UNITED STATES POSTAL SERVICE	7.76	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
		159.31*
COUNTY CLERK		
KIRKSEY'S SPRINT PRINTING	154.80	460049
UNITED STATES POSTAL SERVICE	197.32	460107
UNITED STATES POSTAL SERVICE	45.00	460108
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	460170
		1,449.94*
COUNTY JUDGE		
LAIRO DOWDEN, JR.	500.00	460022
CASH ADVANCE ACCOUNT	939.02	460046
OFFICE DEPOT	114.19	460056
KEVIN PAULA SEKALY PC	500.00	460067
KIMBERLY PHELAN, P.C.	500.00	460133
JEFF R BRANICK	640.70	460136
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
JAN GIROUARD & ASSOCIATES LLC	600.00	460216
		3,863.91*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	5.24	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
		75.24*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	85.40	460107
DE LAGE LANDEN PUBLIC FINANCE	331.89	460170
		417.29*
PRINTING DEPARTMENT		
OLMSTED-KIRK PAPER	661.25	460057
TRIANGLE BLUE PRINT CO., INC.	25.00	460085
CIT TECHNOLOGY FINANCING SERVICE	499.00	460148
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	460170
		2,385.25*
PURCHASING DEPARTMENT		
UNITED STATES POSTAL SERVICE	2.97	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
		72.97*
GENERAL SERVICES		
GARTH HOUSE	60,000.00	460032
CASH ADVANCE ACCOUNT	175.00	460046
TIME WARNER COMMUNICATIONS	626.05	460077
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	460081
INTERFACE EAP	1,362.15	460092
ADVANCED STAFFING	97.50	460094

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NAME	AMOUNT	CHECK NO. TOTAL
VERIZON WIRELESS	303.92	460104
SPOK INC	3.00	460198
		65,267.62*
DATA PROCESSING		
DELL MARKETING L.P.	4,886.87	460021
TESTOUT CORPORATION	595.00	460156
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
PEERNET INC	580.33	460180
SPOK INC	12.08	460198
		6,144.28*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	158.43	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
		228.43*
ELECTIONS DEPARTMENT		
UNITED STATES POSTAL SERVICE	32.20	460107
US POSTAL SERVICE	235.00	460114
US POSTAL SERVICE	235.00	460115
ENTERPRISE RENT-A-CAR	83.59	460147
DE LAGE LANDEN PUBLIC FINANCE	271.65	460170
AT&T MOBILITY	3,113.12	460209
		3,970.56*
DISTRICT ATTORNEY		
CAMEO / SABINE NECHES TRAVEL	1,031.20	460008
DALLAS CHILDRENS ADVOCACY CENTER	530.00	460020
DELL MARKETING L.P.	1,902.60	460021
RANDI A. KING	1,060.00	460048
KIRKSEY'S SPRINT PRINTING	46.75	460049
OFFICE DEPOT	789.90	460056
PENGAD	128.24	460059
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	460082
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	460083
UNITED STATES POSTAL SERVICE	119.60	460107
SHI GOVERNMENT SOLUTIONS, INC.	527.16	460113
SUMMER TANNER	640.80	460137
DE LAGE LANDEN PUBLIC FINANCE	480.00	460170
TRANSUNION RISK AND ALTERNATIVE	115.60	460200
MATT TURNER	65.83	460218
FUNCTION 4 LLC	460.00	460223
AGACL	695.00	460259
		9,002.68*
DISTRICT CLERK		
OFFICE DEPOT	105.01	460056
UNITED STATES POSTAL SERVICE	241.11	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
		416.12*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	459995
JACK LAWRENCE	1,110.00	459996
DAVID W BARLOW	4,375.00	460004
DONALD W. DUESLER & ASSOC.	8,750.00	460024
EDWARD B. GRIPON, M.D., P.A.	595.00	460036
MARSHA NORMAND	8,750.00	460054
KEVIN PAULA SEKALY PC	8,750.00	460067
RENE MULHOLLAND	572.30	460088
KEVIN S. LAINE	2,437.50	460095
UNITED STATES POSTAL SERVICE	10.96	460107
LAURIE PEROZZO	800.00	460157
DE LAGE LANDEN PUBLIC FINANCE	441.64	460170
JAMES R. MAKIN, P.C.	800.00	460171
		46,142.40*
58TH DISTRICT COURT		
LEXIS-NEXIS	152.00	460111
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
		222.00*
60TH DISTRICT COURT		

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NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	4.94	460107	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
136TH DISTRICT COURT			74.94*
OFFICE DEPOT	74.72	460056	
LEXIS-NEXIS	69.00	460109	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
172ND DISTRICT COURT			213.72*
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
252ND DISTRICT COURT			70.00*
WILBARGER COUNTY, TEXAS - COUNTY	720.00	459990	
DAVID W BARLOW	4,375.00	460004	
CRISTY SMITH	819.65	460006	
PENGAD	84.59	460059	
MIKE VAN ZANDT	8,750.00	460087	
KEVIN S. LAINE	2,437.50	460095	
UNITED STATES POSTAL SERVICE	.82	460107	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
279TH DISTRICT COURT			17,257.56*
UNITED STATES POSTAL SERVICE	.41	460107	
LEXIS-NEXIS	76.00	460110	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
317TH DISTRICT COURT			146.41*
OFFICE DEPOT	21.17	460056	
UNITED STATES POSTAL SERVICE	.50	460107	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
JUSTICE COURT-PCT 1 PL 1			91.67*
UNITED STATES POSTAL SERVICE	58.24	460107	
DE LAGE LANDEN PUBLIC FINANCE	90.00	460170	
JUSTICE COURT-PCT 1 PL 2			148.24*
UNITED STATES POSTAL SERVICE	250.82	460107	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
JUSTICE COURT-PCT 4			320.82*
DE LAGE LANDEN PUBLIC FINANCE	90.00	460170	
JUSTICE COURT-PCT 6			90.00*
OFFICE DEPOT	118.32	460056	
UNITED STATES POSTAL SERVICE	47.52	460107	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
JUSTICE COURT-PCT 7			235.84*
KIRKSEY'S SPRINT PRINTING	24.95	460049	
JUSTICE OF PEACE PCT. 8			24.95*
UNITED STATES POSTAL SERVICE	90.10	460108	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
COUNTY COURT AT LAW NO.1			160.10*
UNITED STATES POSTAL SERVICE	.41	460107	
DE LAGE LANDEN PUBLIC FINANCE	245.92	460170	
COUNTY COURT AT LAW NO. 2			246.33*
DONALD W. DUESLER & ASSOC.	250.00	460024	

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NAME	AMOUNT	CHECK NO. TOTAL
JOHN D WEST	250.00	460103
UNITED STATES POSTAL SERVICE	9.89	460107
LANGSTON ADAMS	250.00	460119
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
WILLIAM MARCUS WILKERSON	250.00	460183
COUNTY COURT AT LAW NO. 3		1,079.89*
DONALD BOUDREAUX	750.00	460005
BRUCE N. SMITH	250.00	460070
UNITED STATES POSTAL SERVICE	6.03	460107
LANGSTON ADAMS	350.00	460119
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
MATUSKA LAW FIRM	250.00	460196
THE MAYO LAW FIRM PLLC	550.00	460225
THE SAMUEL FIRM, PLLC	300.00	460256
COURT MASTER		2,526.03*
LEXIS-NEXIS	68.00	460109
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
MEDIATION CENTER		138.00*
UNITED STATES POSTAL SERVICE	6.59	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
COMMUNITY SUPERVISION		76.59*
DE LAGE LANDEN PUBLIC FINANCE	280.00	460170
SHERIFF'S DEPARTMENT		280.00*
SOUTHERN COMPUTER WAREHOUSE	1,783.34	460001
FED EX	137.54	460029
GT DISTRIBUTORS, INC.	634.72	460031
JEFFERSON CTY. SHERIFF'S DEPARTMENT	112.00	460043
JEFFERSON CTY. SHERIFF'S DEPARTMENT	650.00	460044
OFFICE DEPOT	401.52	460056
AT&T	33.74	460072
KEESHA GUILLORY	300.00	460096
UNITED STATES POSTAL SERVICE	2,523.13	460107
BEAUMONT OCCUPATIONAL SERVICE, INC.	209.70	460117
FIVE STAR FEED	26.95	460124
ICS	217.30	460141
CHIEF SUPPLY	126.39	460162
SIRCHIE FINGER PRINT LABORATORIES	513.31	460166
DE LAGE LANDEN PUBLIC FINANCE	800.00	460170
RITA HURT	1,375.00	460176
HIGGINBOTHAM INSURANCE AGENCY INC	200.00	460201
GALLS LLC	421.82	460203
REPUBLIC SERVICES	45.00	460210
TND WORKWEAR CO LLC	315.00	460224
THE MONOGRAM SHOP	347.50	460226
AXON ENTERPRISE INC	3,813.00	460227
BRANDON DWAYNE TAYLOR	225.00	460236
SEAN PALUMBO	150.00	460258
CRIME LABORATORY		15,361.96*
ALLOMETRICS INC.	115.00	459993
AGILENT TECHNOLOGIES	1,429.71	459998
FED EX	122.04	460029
FISHER SCIENTIFIC	336.34	460030
W.W. GRAINGER, INC.	16.08	460035
HENRY SCHEIN, INC.	352.34	460066
SOUTHEAST TEXAS WATER	79.90	460071
VERIZON WIRELESS	75.98	460105
ULTRA LABELING SYSTEMS	400.91	460139
CAYMAN CHEMICAL COMPANY	908.00	460159
DE LAGE LANDEN PUBLIC FINANCE	90.00	460170
BL TECHNOLOGY	248.00	460173
HUNTER JONES	15.99	460214

PGM: GMCOMMV2	DATE 06-10-2019		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL
ANSI-ASQ NAT ACCREDITATION BOARD	2,700.00	460248	
JAIL - NO. 2			6,890.29*
AAA LOCK & SAFE	13.20	459987	
BOB BARKER CO., INC.	1,039.80	460003	
COASTAL WELDING SUPPLY	79.07	460014	
COBURN'S, BEAUMONT BOWIE (1)	135.20	460015	
DESSER TIRE & RUBBER COMPANY	1,800.00	460023	
ECOLAB	569.90	460027	
FALCON CREST AVIATION SUPPLY, INC.	157.56	460028	
GOLD CREST ELECTRIC CO., INC.	1,412.47	460034	
W.W. GRAINGER, INC.	669.15	460035	
ENTERGY	567.70	460038	
HARBOR FREIGHT TOOLS	134.93	460040	
JACK BROOKS REGIONAL AIRPORT	509.22	460045	
CASH ADVANCE ACCOUNT	1,168.50	460046	
JOHNSON SUPPLY	277.16	460047	
KIRKSEY'S SPRINT PRINTING	24.95	460049	
M&D SUPPLY	793.88	460050	
OFFICE DEPOT	589.12	460056	
SANITARY SUPPLY, INC.	694.70	460065	
SYSCO FOOD SERVICES, INC.	3,074.10	460074	
WHOLESALE ELECTRIC SUPPLY CO.	159.54	460090	
COCKER DOORS & MOLDING CO.	36.00	460093	
TRAILER HITCH DEPOT	40.00	460100	
UNITED COMMUNICATIONS, INC.	726.47	460101	
LOWE'S HOME CENTERS, INC.	401.85	460118	
UNITED RENTALS	499.00	460130	
KNIFE RIVER	417.00	460140	
PURVIS BEARING SERVICE	3.57	460144	
FIRETROL PROTECTION SYSTEMS, INC.	1,720.00	460154	
WORLD FUEL SERVICES	1,027.72	460158	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	460170	
INDEPENDENT STATIONERS	713.07	460172	
AI FILTER SERVICE COMPANY	737.60	460175	
SAM'S CLUB DIRECT	883.22	460179	
SAFETY SOURCE APPAREL	105.00	460184	
MATERA PAPER COMPANY INC	6,229.27	460188	
THOMSON REUTERS-WEST	4,016.79	460189	
KROPP HOLDINGS INC	1,127.34	460191	
WASTEWATER TRANSPORT SERVICES LLC	892.50	460197	
GALLS LLC	2,862.80	460203	
REPUBLIC SERVICES	3,203.62	460210	
TEXAS DEPARTMENT OF AGRICULTURE	125.00	460213	
IMPACT WASTE LLC	360.00	460221	
THE MONOGRAM SHOP	121.00	460226	
FOOD MARKETING CONCEPTS INC	39,139.62	460228	
HARDIE'S FRESH FOODS	6,328.61	460229	
NATIONAL FOOD GROUP INC	15,445.98	460231	
BIMBO BAKERIES USA INC	3,941.24	460233	
CORRHEALTH LLC	78,900.85	460241	
MOORE-ALL TEX SUPPLY	430.82	460244	
US CORRECTIONS LLC	4,225.50	460254	
JUVENILE PROBATION DEPT.			189,811.59*
OFFICE DEPOT	9.97	460056	
CHERYL TARVER	116.00	460091	
UNITED STATES POSTAL SERVICE	9.39	460107	
LYNN BIERHALTER	150.80	460135	
BRIA LYNCH	81.20	460149	
DE LAGE LANDEN PUBLIC FINANCE	140.00	460170	
VICTOR CANTU	16.82	460192	
ROXANA MITCHELL	276.08	460204	
CHRISTAL CHANNELL	178.64	460208	
SUMMER KENNERSON	131.66	460220	
KAYLAN BURTON	304.50	460232	
SHERONDA WHEELER	217.50	460238	
EDWIN JAY FRANK	243.02	460242	
CHARITY HIGHTOWER	110.20	460245	
US FLAG AND FLAGPOLE SUPPLY	550.22	460247	
TRISH DAVIS	208.75	460253	
JUVENILE DETENTION HOME			2,744.75*

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NAME	AMOUNT	CHECK NO. TOTAL
SPIDLE & SPIDLE	760.36	459994
EPS	1,100.40	460026
ENTERGY	6,799.22	460038
SANITARY SUPPLY, INC.	69.68	460065
AT&T	692.19	460072
FLOWERS FOODS	85.59	460125
BEN E KEITH FOODS	3,215.53	460126
DE LAGE LANDEN PUBLIC FINANCE	229.79	460170
REPUBLIC SERVICES	704.70	460210
BIG THICKET PLUMBING INC	385.53	460243
STERICYCLE, INC	35.00	460246
CONSTABLE PCT 1		14,077.99*
UNITED STATES POSTAL SERVICE	76.49	460107
DE LAGE LANDEN PUBLIC FINANCE	323.13	460170
CONSTABLE-PCT 2		399.62*
TAC - TEXAS ASSN. OF COUNTIES	200.00	460076
CONSTABLE-PCT 4		200.00*
BRYAN WERNER	41.64	460131
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
TRANSUNION RISK AND ALTERNATIVE	70.00	460200
CONSTABLE-PCT 6		181.64*
AMERICAN ASSOCIATION OF NOTARIES	26.90	460002
UNITED STATES POSTAL SERVICE	16.69	460107
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
CONSTABLE PCT. 8		113.59*
DE LAGE LANDEN PUBLIC FINANCE	322.93	460170
COUNTY MORGUE		322.93*
PROCTOR'S MORTUARY INC	10,800.00	460160
AGRICULTURE EXTENSION SVC		10,800.00*
OFFICE DEPOT	67.33	460056
UNITED STATES POSTAL SERVICE	71.28	460107
DE LAGE LANDEN PUBLIC FINANCE	200.00	460170
TEXAS A&M AGRILIFE EXTENSION SERVIC	175.00	460207
TYLER FITZGERALD	25.00	460252
CORENA NIKKI FITZGERALD	25.00	460257
HEALTH AND WELFARE NO. 1		563.61*
CITY OF BEAUMONT	211.63	460000
CALVARY MORTUARY	300.00	460007
KIRKSEY'S SPRINT PRINTING	68.60	460049
UNITED STATES POSTAL SERVICE	35.27	460107
PROCTOR'S MORTUARY INC	1,500.00	460161
BONNIE SWAIN	176.82	460164
DE LAGE LANDEN PUBLIC FINANCE	372.43	460170
HEALTH AND WELFARE NO. 2		2,664.75*
O.W. COLLINS APARTMENTS	274.47	460018
ENTERGY	50.75	460039
TIME WARNER COMMUNICATIONS	127.76	460078
UNITED STATES POSTAL SERVICE	242.00	460108
DE LAGE LANDEN PUBLIC FINANCE	140.00	460170
STERICYCLE, INC	35.00	460246
NURSE PRACTITIONER		869.98*
SIERRA SPRING WATER CO. - BT	6.00	460112
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170
ENVIRONMENTAL CONTROL		76.00*



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NAME	AMOUNT	CHECK NO.	TOTAL 41
JACKSON-HIRSH, INC.	103.85	460042	
DE LAGE LANDEN PUBLIC FINANCE	323.13	460170	
			426.98*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	23,076.52	460190	
TDS OPERATING INC	354.42	460240	
CORLISS R FLOURNOY	1,125.00	460255	
			24,555.94*
MAINTENANCE-BEAUMONT			
A-1 SHEET METAL & A.C., INC.	90.00	459988	
BILL CLARK BUGSPERTS	657.00	460013	
ECOLAB	209.95	460027	
W.W. GRAINGER, INC.	231.89	460035	
JOHNSON SUPPLY	227.00	460047	
RITTER @ HOME	23.06	460062	
RALPH'S INDUSTRIAL ELECTRONICS	300.33	460064	
ACE IMAGEWEAR	184.82	460069	
AT&T	1,065.67	460072	
TIME WARNER COMMUNICATIONS	71.79	460080	
CENTERPOINT ENERGY RESOURCES CORP	388.27	460128	
ACT PIPE AND SUPPLY	646.38	460152	
FIRETROL PROTECTION SYSTEMS, INC.	2,120.00	460154	
SHERWIN-WILLIAMS	93.57	460155	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
REPUBLIC SERVICES	2,114.10	460210	
AT&T	12,847.94	460215	
FUNCTION 4 LLC	125.00	460223	
ADVANTAGE INTEREST INC	535.00	460234	
			22,001.77*
MAINTENANCE-PORT ARTHUR			
TEXAS GAS SERVICE	295.61	460121	
DE LAGE LANDEN PUBLIC FINANCE	140.00	460170	
			435.61*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	90.08	460012	
COBURN'S GROVES (5)	178.37	460016	
RITTER @ HOME	65.61	460062	
SETZER HARDWARE, INC.	11.68	460068	
ACE IMAGEWEAR	79.32	460069	
AT&T	709.61	460072	
W. JEFFERSON COUNTY M.W.D.	60.35	460089	
LOWE'S HOME CENTERS, INC.	66.49	460118	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
REPUBLIC SERVICES	92.10	460210	
			1,423.61*
SERVICE CENTER			
ACTION AUTO GLASS	612.14	459991	
SPIDLE & SPIDLE	4,203.55	459994	
J.K. CHEVROLET CO.	133.37	460041	
THE MUFFLER SHOP	56.00	460052	
MUNRO'S	183.60	460053	
PHILPOTT MOTORS, INC.	476.02	460060	
FASTENAL	38.03	460097	
VOYAGER FLEET SYSTEM, INC.	24,109.18	460123	
BUMPER TO BUMPER	1,457.10	460127	
THIRD COAST TINT	30.00	460146	
ROBERT'S TEXACO XPRESS LUBE	7.00	460150	
AMERICAN TIRE DISTRIBUTORS	710.04	460151	
C & I OIL COMPANY INC	1,222.00	460153	
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170	
MIGHTY OF SOUTHEAST TEXAS	180.99	460174	
ADVANCE AUTO PARTS	21.77	460185	
REPUBLIC SERVICES	122.69	460210	
			33,633.48*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.65	460108	
DE LAGE LANDEN PUBLIC FINANCE	240.00	460170	
			241.65*
			495,716.13**
MOSQUITO CONTROL FUND			

PGM: GMCOMMV2	DATE 06-10-2019	AMOUNT	CHECK NO.	PAGE: 9 42 TOTAL
NAME				
CITY OF NEDERLAND	79.43	460012		
MUNRO'S	57.53	460053		
AT&T	32.36	460072		
PARKER LUMBER	414.96	460163		
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170		
REPUBLIC SERVICES	122.69	460210		
				776.97**
FEMA EMERGENCY				
GULF COAST	1,286.56	460222		
MOBILE MODULAR MANAGEMENT CORP	412.70	460250		
				1,699.26**
BREATH ALCOHOL TESTING				
COLE PALMER INSTRUMENT CO.	421.55	460058		
ALDINGER COMPANY	158.50	460186		
				580.05**
FAMILY GROUP CONFERENCING				
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170		
				70.00**
J.C. FAMILY TREATMENT				
BEAUMONT OCCUPATIONAL SERVICE, INC.	128.90	460117		
PATRICIA PETERS	1,241.00	460212		
				1,369.90**
SECURITY FEE FUND				
IDENTISYS	1,715.00	460142		
				1,715.00**
LAW LIBRARY FUND				
DE LAGE LANDEN PUBLIC FINANCE	70.00	460170		
THOMSON REUTERS-WEST	141.30	460189		
				211.30**
EMPG GRANT				
TIME WARNER COMMUNICATIONS	100.50	460079		
				100.50**
COMMUNITY SUPERVISION FND				
CASH ADVANCE ACCOUNT	460.52	460046		
OFFICE DEPOT	1,994.84	460056		
UNITED STATES POSTAL SERVICE	51.38	460107		
UNITED STATES POSTAL SERVICE	339.95	460108		
ABSHIRE INTERPRETING SERVICES	260.00	460145		
JCCSC	300.00	460165		
PRINTMAILPRO.COM	281.00	460178		
STERICYCLE, INC	35.00	460246		
				3,722.69**
JEFF. CO. WOMEN'S CENTER				
CASH ADVANCE ACCOUNT	425.88	460046		
OFFICE DEPOT	271.38	460056		
PREMIUM PLUMBING	159.22	460061		
SYSCO FOOD SERVICES, INC.	1,226.47	460074		
BEN E KEITH FOODS	1,288.97	460126		
CENTERPOINT ENERGY RESOURCES CORP	432.96	460128		
DE LAGE LANDEN PUBLIC FINANCE	140.00	460170		
SPOK INC	16.41	460198		
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	460201		
REPUBLIC SERVICES	150.26	460210		
				4,182.55**
COMMUNITY CORRECTIONS PRG				
M&D SUPPLY	637.40	460050		
DE LAGE LANDEN PUBLIC FINANCE	90.00	460170		
				727.40**
DRUG DIVERSION PROGRAM				
DE LAGE LANDEN PUBLIC FINANCE	80.00	460170		
				80.00**
JAG GRANTS				

PGM: GMCOMMV2	DATE 06-10-2019		PAGE: 10 43
NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	177.65	460098	177.65**
SHERIFF'S TRAINING GRANT			
CASH ADVANCE ACCOUNT	451.14	460046	451.14**
LAW OFFICER TRAINING GRT			
CASH ADVANCE ACCOUNT	171.75	460046	
AXON ENTERPRISE INC	730.00	460227	901.75**
COUNTY CLK RECORDS ARCHIV			
MANATRON	52,448.91	460143	52,448.91**
COUNTY RECORDS MANAGEMENT			
GAYLORD BROS.	220.64	460033	
OFFICE DEPOT	626.92	460056	847.56**
DARE CONTRIBUTIONS FUND			
WOLFE'S TROPHY SHOP	24.00	460199	24.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	343.50	460046	
TEXAS DEPT OF STATE HEALTH SERVICES	50.00	460084	
TEXAS ACADEMY OF ANIMAL CONTROL	225.00	460177	618.50**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	459997	
CITY OF BEAUMONT - WATER DEPT.	93.66	460010	
COUNTY & DISTRICT CLERK ASSN. OF TX	2,580.00	460019	
DIRECT ENTERTAINMENT	249.00	460138	
DE LAGE LANDEN PUBLIC FINANCE	315.00	460170	
B&G POPCORN INC	238.85	460181	
REPUBLIC SERVICES	122.69	460210	4,074.20**
CRIME LAB FUNDING CJD			
CASH ADVANCE ACCOUNT	3,437.51	460046	3,437.51**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	460170	140.00**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	10,500.00	460193	10,500.00**
C O SERIES 2019 PROJECTS			
REXEL USA INC	3,460.11	460239	3,460.11**
AIRPORT FUND			
ALLIED ELECTRIC, INC.	85.00	459992	
SPIDLE & SPIDLE	1,175.25	459994	
TEEX	1,450.00	459999	
CITY OF NEDERLAND	501.05	460012	
COCOMO JOE'S	151.00	460017	
FED EX	44.32	460029	
CASH ADVANCE ACCOUNT	2,048.67	460046	
BEARCOM	2,302.94	460102	
UNITED STATES POSTAL SERVICE	1.00	460107	
DE LAGE LANDEN PUBLIC FINANCE	140.00	460170	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	138.58	460195	
REPUBLIC SERVICES	991.97	460210	
TITAN AVIATION FUELS	38,625.88	460251	47,655.66**
SE TX EMP. BENEFIT POOL			

PGM: GMCOMMV2	DATE	PAGE: 11
	06-10-2019	44
NAME	AMOUNT	CHECK NO. TOTAL
STANDARD INSURANCE COMPANY	22,801.36	460132
RELIANCE STANDARD LIFE INSURANCE	5,812.83	460134
EXPRESS SCRIPTS INC	94,917.36	460237
		123,531.55**
SETEC FUND		
REPUBLIC SERVICES	1,205.21	460210
		1,205.21**
LIABILITY CLAIMS ACCOUNT		
STEVENS BALDO & LIGHTY PLLC	353.08	460230
		353.08**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	4,593.01	460129
		4,593.01**
MARINE DIVISION		
CITY OF NEDERLAND	20.65	460012
GT DISTRIBUTORS, INC.	181.56	460031
JACK BROOKS REGIONAL AIRPORT	676.51	460045
OFFICE DEPOT	437.27	460056
SUN COAST RESOURCES, INC.	12,328.71	460073
SILSBEE FORD INC	38,054.00	460194
GALLS LLC	127.20	460203
AXON ENTERPRISE INC	1,271.00	460227
		53,096.90**
		839,115.20***

**AGENDA ITEM****June 10, 2019**

Receive and file executed Inter-local contract relating to the Planning, Development, Operation and Provision of 9-1-1 Service and Use of 9-1-1 Funds between Jefferson County and the Southeast Regional Planning Commission.

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION  
9-1-1 EMERGENCY COMMUNICATIONS

INTERLOCAL CONTRACT RELATING TO THE  
PLANNING, DEVELOPMENT, OPERATION AND PROVISION  
OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS

This Contract is entered into between the  
South East Texas Regional Planning Commission

and

Jefferson County, Texas



## South East Texas Regional Planning Commission

### INTERLOCAL CONTRACT FOR PLANNING, DEVELOPMENT, OPERATION AND PROVISION OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS

#### **Parties and Purpose**

1.1 The South East Texas Regional Planning Commission (SETRPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. SETRPC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson and Orange counties. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 Jefferson County (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

#### **Goods and Services**

2.1 Public Agency agrees to:

- (1) cooperate with SETRPC in acquiring and installing necessary equipment for the 9-1-1 system;
- (2) comply with applicable provisions of the Uniform Grant Management Standards, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code.
- (3) comply with the Uniform Grant Management Standards, applicable law, and SETRPC policies, as outlined in Section 3 of this contract, related to ownership, transfer of ownership, and /or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service;
- (4) abide by all rules, regulations, performance training standards, etc. adopted by SETRPC and CSEC or its successor agency;

- (5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s);
- (6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.
- (7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly;
- (8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC;
- (9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

#### **E 9-1-1 Equipment Purchasing and Leasing**

3.1 (a) SETRPC hereby agrees to provide services and equipment, whether purchased or leased, for Public Agency including all non-recurring and monthly recurring charges for equipment and network charges as approved by the CSEC. SETRPC also agrees to provide for repairs, updates to and replacement of equipment as deemed necessary by SETRPC and as approved by the CSEC.

(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. In addition, Public Agency and PSAP(s) shall reimburse SETRPC and/or the CSEC, as applicable, for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees, normal wear and tear or ordinary day to day use of equipment excepted. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of

this contract and continue in effect so long as Public Agency uses the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is fully functional at all times. Additionally, Public Agency shall provide adequate insurance policies on said equipment to provide for replacement of equipment in cases of loss where applicable.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

#### **Effective Date and Term of Contract**

4.1 The term of this contract shall be two years, effective on September 1, 2019 and shall terminate on August 31, 2021.

#### **Independent Contractor**

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

#### **Assignment and Subcontracting**

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

#### **Records**



7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by ~~such~~ Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.6 SETRPC is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, shall have access to and the right to examine all books, accounts, records, files, and /or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

### **Nondiscrimination and Equal Opportunity**

8.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

### **Dispute Resolution**

9.1 The parties desire to resolve disputes arising under this contract without

litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1-9.2, until they have exhausted the procedures set out in these paragraphs.

9.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Jefferson County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

#### **Suspension for Unavailability of Funds; Withholding, Decrease or Reimbursement of Funds Due to Non-compliance**

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

- (1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and
- (2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and
- (3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and
- (4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

### **Termination for Convenience**

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

### **Notice to Parties**

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party; (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETRPC's address is 2210 Eastex Freeway, Beaumont, Texas 77703  
Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 1001 Pearl St, Beaumont, TX 77701.  
Attention: Sheriff Zena Stephens. Public Agency's telephone number is 409-835-8734, and its facsimile number is 409-839-2351.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

### **Further Agreements; Miscellaneous**

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s), as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.



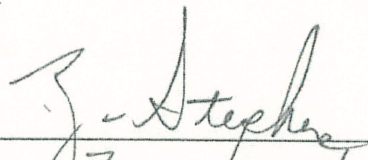
13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

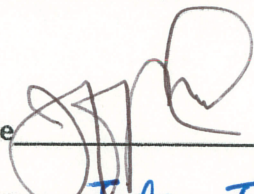
13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

13.4 This contract is binding on and inures to the benefit of the parties' successors in interest.


13.5 This contract is executed in duplicate originals.

County of:  
Jefferson

Signature   
Printed Name: ZENA STEPHENS  
Title: Sheriff  
Date: 5-6-19

Signature   
Printed Name: Judge JEFF R. BRANICK  
Title: County Judge  
Date: 05-13-2019

SOUTH EAST TEXAS REGIONAL PLANNING  
COMMISSION

Signature   
Printed Name: Shanna Burke  
Title: Executive Director  
Date: 05/28/2019

## **EXHIBIT A**

### **PSAP RULES REGARDING 9-1-1 EQUIPMENT**

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.
2. No unauthorized software is to be loaded onto the 9-1-1 system.
3. No unauthorized personnel are to service or repair the 9-1-1 system components.
4. No unauthorized personnel are to use the 9-1-1 system.
5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.
6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.
7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e. lightning, water as a result of flooding, power failure, etc.)
8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.

**AGENDA ITEM****June 10, 2019**

Receive and file executed Emergency Notification System Interlocal Agreement between Jefferson County and Southeast Regional Planning Commission (SETRPC) to enable the County to utilize the Blackboard for emergency notifications.



**AGENDA ITEM****June 3, 2019**

Consider, possibly approve and authorize the County Judge to execute Emergency Notification System Interlocal Agreement between Jefferson County and Southeast Regional Planning Commission (SETRPC) to enable the County to utilize the Blackboard for emergency notifications.

### **Emergency Notification System Interlocal Agreement**

This Agreement is entered into between the South East Texas Regional Planning Commission (SETRPC), and Jefferson County to participate in the regional Emergency Notification project utilizing Blackboard.

**WHEREAS**, Jefferson County as established an emergency alerting system, and;

**WHEREAS**, SETRPC has contracted with Blackboard to provide cost effective Emergency Notification Services on behalf of participating local jurisdictions, and;

**WHEREAS**, the purpose of this system is to alert large numbers of citizens within a specific geographic area of important information for public safety purposes, and;

**WHEREAS**, in the event of a large-scale emergency or incident, the alerting system would benefit the citizens of Jefferson County by providing critical information in a timely fashion, and;

**WHEREAS**, Jefferson County as agreed to act as the single point of contact with West for access to the 9-1-1 Data Base for emergency alerting purposes, and;

**WHEREAS**, the South East Texas Regional Planning Commission 9-1-1 Emergency Network agrees to this arrangement regarding the use of the 9-1-1 Data Base for this purpose;

**NOW, THEREFORE, BE IT HEREBY RESOLVED:**

Interlocal Agreement Between SETRPC and Jefferson County



That SETRPC and Jefferson County hereby agree to the following terms of use of the Blackboard Emergency Alerting System and the 9-1-1 Data Base. Jefferson County has unlimited use of Blackboard at no cost to Jefferson County during the contract year. Unlimited non-emergency messages may be sent using the **non-9-1-1** data provided by Blackboard. Jefferson County agrees to use the 9-1-1 West database only for the purpose of emergency notification purposes. Jefferson County understands that the data contained in the 9-1-1 Database is to be used for the purpose of warning or alerting citizens to an emergency situation as defined by the Federal Communications Commission (FCC) as a ‘situation posing an extraordinary threat to the safety of life and property” and that this data is to be maintained as confidential and not subject to public inspection in accordance with Texas Health and Safety Code, Section 771.062(a). In general, factors to be considered in determining whether an emergency situation is warranted are:

1. Severity—will aid in reducing loss of life or reducing substantial loss of property
2. Timing—requires immediate public knowledge to avoid adverse impacts
3. Other means of disseminating information are inadequate to ensure rapid delivery.

In order to maintain the confidential nature of the 9-1-1 data base information and the rights and privacy of citizens with unlisted and unpublished numbers, Jefferson County will be responsible for and agrees to create two separate account log-ins for the alerting system. One log-in will allow Jefferson County to use commercially available information for non-emergency messages. Jefferson County will determine who shall have access and under what conditions to this non-emergency messaging capability. Another, greatly restricted access log-in will be created by Jefferson County for the purpose



of solely disseminating emergency alert messages as defined above and utilizing the 9-1-1 database information. The Emergency Management Coordinator for Jefferson County and/or his deputy or designee will be the only persons allowed access to the restricted emergency alert messaging log-in.

Due to the confidential nature of the 9-1-1 data base information and privacy of citizens with unlisted and unpublished numbers, SETRPC retains the right to withdraw their assistance if Jefferson County does not maintain the confidentiality of the information or for misuse of the emergency alerting system.

The SETRPC 9-1-1 Network will not be liable for any costs associated with the emergency alerting system including costs associated with the extract of data from the 9-1-1 data base. Associated costs for the unpublished West data will be covered by SETRPC Criminal Justice and Homeland Security Division through grant funds.

Charges for the activation and features specified in the Blackboard contract shall be the responsibility of the SETRPC Criminal Justice and Homeland Security Division (CJHSD) for a period not to exceed twelve months from the initiation date reflected in the contract between SETRPC CJHSD and Blackboard beginning August 1, 2019 and ending September 30, 2020. The contract/service agreement between SETRPC and Blackboard may be renewed indefinitely and this Interlocal Agreement between Jefferson County and SETRPC shall remain in full effect for the duration of the contract/service agreement with Blackboard unless SETRPC or Jefferson County cancels this Interlocal Agreement in writing. SETRPC CJHSD will not be responsible for any costs other than the activation fee for the initial twelve-month period reflected in the contract between SETRPC CJHSD and Blackboard and any Interlocal Agreement Between SETRPC and Jefferson County

subsequent contract renewals. SETRPC CJHSD does not make any promise, guarantee or other obligation for continued activation of the Blackboard system beyond the initial twelve-month period. Continued activation of the emergency alerting system will be the sole responsibility of Jefferson County after the expiration of the initial twelve-month period unless additional funding is acquired for the regional project.

**INDEMNIFICATION BY Jefferson County, Texas:** Jefferson County agrees, only to the extent allowed by applicable law, to at all times indemnify, hold harmless and defend the SETRPC against any and all claims, causes of action, liabilities or losses, directly or indirectly arising as a result of Jefferson County's use of any Emergency Notification System services pursuant to the terms of this Agreement. Nothing herein will be deemed a waiver of governmental immunity other than per Texas Local Government code Chapter 271.

This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promises relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**IN WITNESS THEREOF,** the parties hereto have caused this Agreement to be executed as of the last date signed below.

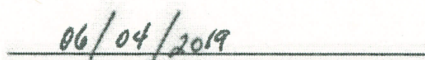
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Interlocal Agreement Between SETRPC and Jefferson County

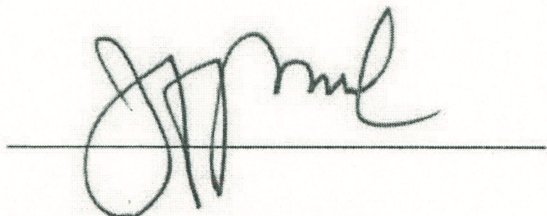




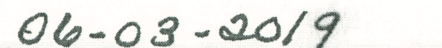
Shanna Burke, Executive Director  
South East Texas Regional Planning Commission



Date



The Honorable Jeff R. Branick  
County Judge, Jefferson County



Date

**AGENDA ITEM****June 10, 2019**

Consider, possibly approve, authorize the County Judge to execute, receive and file Guidelines for First Time Sewer Connection Program between Jefferson County for the Texas Community Development Block Grant Program, Contract No. 7218240. (This is for residences damaged by Hurricane Harvey.)



## First Time Sewer Connection Guidelines

Jefferson County, Texas

### Guidelines for First Time Sewer Connection Program

Texas Community Development Block Grant Program  
Contract No. 7218240

#### I. INTRODUCTION

The County has received Texas Community Development Block Grant (TxCDBG) funds administered by the Texas Department of Agriculture (TDA), to provide first time sewer connection assistance to low- and moderate-income (LMI) applicants who reside in designated areas of Jefferson County as described in TxCDBG Contract 7218240. Jefferson County proposes to install first time sewer connections in unincorporated areas of Jefferson County.

The primary objective of this program is to provide adequate, safe, and sanitary water services for LMI residents through the installation of sewer connections for single family, dwellings in compliance with rules of the Texas Commission for Environmental Quality (TCEQ). In these guidelines, "County" refers to officers or employees of the County of Jefferson assigned to work with the Program. Any action by the County that requires the Commissioners Court's approval is specifically noted; otherwise any action may be carried out by the appropriate officers or employees. "Grant Manager" refers to the general administration firm hired by the County to assist with the implementation of the Program.

#### II. APPLICANT ELIGIBILITY

The following are threshold requirements which must be met for an applicant to be eligible for assistance. Eligibility does not guarantee funding, as there may be more eligible applicant than can be served with available funds.

- A. Income Eligibility: Eligibility for the First Time Sewer Connection Program is governed by the most recently available income limits established by HUD for the TxCDBG. Only families with incomes at or below 80% of the area median family income are eligible for assistance. Income from any and all sources must be included for every adult (age 16 or over) living in the residential unit.

Jefferson County, Texas 2019 Income Limits								
Residents in Unit:	1	2	3	4	5	6	7	8
80% Median Income	\$36,550	\$41,750	\$46,950	\$52,150	\$56,350	\$60,500	\$64,700	\$68,850

1. The gross income of households to be benefited must not exceed HUD's current 80% AMFI Income Limits listed above.
  2. All income will be verified for all members of the household from independent source documentation such as an employer paycheck stub, letter from employer(s), benefit letter from the Social Security Administration, or valid income tax returns.
- B. Proof of Occupancy: Applicant must furnish a utility bill from within the preceding three (3) months, or other proof of current occupancy of the housing unit to be assisted. Occupancy must be maintained throughout the assistance period.



- C. Property Taxes: Applicant must furnish a valid current tax receipt showing that all property taxes assessed on the property proposed for assistance have been paid prior to the award of the assistance; or notice from the Jefferson County Tax Appraisal District Office that the property owner qualified for and received a tax deferral as allowed under Section 33.06 of the Texas Property Code; or that Applicant has entered into an installment plan with the Tax Appraisal District Office and is current in making payments.
- D. 911 Address: Applicant must furnish documentation showing the current 911-address for the property.
- E. Clean Record: Applicants must not have any outstanding complaints, financial balances, or otherwise unresolved matters with the Jefferson County Safety and Inspection Department.
- F. Citizenship: Applicant head of household must furnish documentation of citizenship. Acceptable documentation include a passport, birth certificate, or driver's license.

### III. PROPERTY ELIGIBILITY

- A. Unit Characteristics: Only single-family units **with no yard lines to a centralized sewer system** will be eligible for assistance. Single-family housing units must have their own kitchens; share no common walls with other housing units; and must not fit the Census definition of "group quarters" (housing units containing ten or more unrelated people or nine or more people unrelated to the head of household). Mobile homes and manufactured housing are considered single-family housing units.
- B. Location: Units must be located and served by a local water system.
- C. Inspection: The County will conduct an initial evaluation to verify location and determine whether the condition of the existing yard line merits replacement, if applicable.

### IV. PROGRAM PARTICIPATION REQUIREMENTS

- A. Relocation assistance will not be provided, as this is a voluntary participation program.
- B. All debris, abandoned vehicles, and derelict buildings that will interfere with the proposed improvements must be removed from the property prior to the start of construction. The applicant will be responsible for the removal.
- C. Self-help assistance in the form of the applicant providing the labor and the program providing material will not be permitted under this program.
- D. Applicants who provide false information regarding income or residency status may be disqualified by the Commissioners Court at any time prior to the installation of the first time connection, and may be subject to criminal prosecution.

### V. TYPE OF ASSISTANCE

First Time Sewer Connection will be in the form of a grant from the County to the applicant for the express purpose of installing a first time sewer connection and related house connections on the applicant's single-family property. The grant funds will be paid directly from the County to the contractor upon satisfactory completion of the installation.



## VI. CONFLICT OF INTEREST

- A. The conflict of interest regulations contained in the TxCDBG contract between the County and TDA prohibit local elected officials, County employees, and Program or Grant Managers who exercise functions with respect to TxCDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the TxCDBG activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.
- B. For purposes of this section only, the TxCDBG has defined "family" to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the TxCDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

## VII. SELECTION OF APPLICANTS

### A. Application Policies and Procedures:

- 1. Eligible applicants placed on a waitlist from any previous yard lines assistance grant may be considered for this grant. Waitlisted applicants will need to provide updated financial information and proof of occupancy in order for their application to be considered complete.
- 2. In order to obtain additional applications, the Grant Manager and the County will host application in-take session(s) at an accessible location(s) within the County. Following the first application intake session, the County will accept applications on a rolling basis at the Jefferson County Courthouse, Beaumont, Texas, and at other locations within the County as published in the public notices and identified at the application in-take sessions.
- 3. Via the local newspaper and with public postings the Grant Manager will advertise the availability of First Time Sewer Connection Assistance to potential program beneficiaries at the beginning of the application acceptance period.
- 4. Each complete application will be marked with the date and time of receipt. A complete application means that the application form and all documentation required in sections II and III of these guidelines have been provided to the Grant Manager. All complete applications will be placed on an applicant list based upon the order in which they were received. Waitlisted applicants that provide updated financial and occupancy information prior to the in-take session(s) will be considered complete and will be placed at the top of the list in the order their information is received.
- 5. Because applicants *may* be providing confidential information during application intake, the application and associated information shall be made available only to the County, the Grant Manager, and TDA.

### B. Applicant Evaluation and Approval:

- 1. The Grant Manager will review all applications for Applicant Eligibility (Section II).
- 2. The County will review all applications for Property Eligibility (Section III). Only applications that include all required documentation will be accepted. Applicants will be notified of missing information and instructed to submit the missing items to the County or directly to the Grant Manager. Only when all missing items are submitted will the application be considered complete and eligible for placement on the applicant list.



3. Applicants who are eligible but are not offered assistance due to depletion of grant funds will be notified of this situation in writing.
4. Applicants who are not eligible for assistance will be removed from the applicant list and provided written notification of the reason for their ineligibility.
5. Funding will be offered to the applicants in applicant list order. If at any time complete application information is submitted simultaneously by different eligible applicants or multiple applications receive the same score, the applicant with the lowest percentage of AMFI for his or her family size will be placed on the list first, followed by the applicant with the next lowest percentage, and so on until all applicants are listed.
6. The Grant Manager will seek approval of applicants by the Commissioners Court, grouped in the order that the Grant Manager determines that the applications are complete and eligible for assistance; once approved by the Commissioners Court the applicants will be invited to enter into Assistance Agreements with the County for First Time Sewer Connection assistance. The process of creating applicant lists may be completed several times during the grant contract period as new applications are received.

C. Assistance Agreements:

After Commissioners Court approval, the County will execute an Assistance Agreement Form with each member of the applicant group selected to receive assistance. The Assistance Agreement will include the terms and conditions required to receive grant assistance from the County. An Applicant's refusal to sign the Assistance Agreement Form disqualifies the applicant from receiving assistance under this grant. The eligible applicant is referred to as an "assisted resident" after signing the Assistance Agreement. The assisted resident must occupy the property where the sewer connection is located throughout the assistance period, which begins with the submittal of the application and ends with execution of the Certificate of Construction Completion.

## **X. COMPLAINTS AND DISPUTES**

The County and the Grant Manager will investigate all complaints, whether verbal or written, using the following procedures:

1. All complaints will be submitted in writing.
2. The Grant Manager will attempt to resolve the complaint. If they are unable to resolve the complaint to the satisfaction of the complainant, the complainant will have five (5) working days to appeal the Grant Manager's decision to the Jefferson County Judge. If the County Judge is unable to resolve the complaint to the satisfaction of the complainant, the complainant will have five (5) working days to appeal the decision to TDA. The decision of TDA will be binding upon all parties involved.
3. Each step of the complaint resolution process will be documented and maintained in the program files.

## **XI. FILES AND REPORTS**

The County will maintain accurate files and records on the program and on each applicant as required by TDA. Such files will be open for inspection as to qualifications, bids, and awards. The Grant Manager

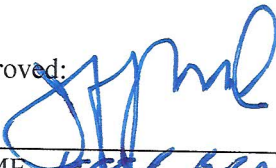
will ensure that the files are intact at the time the First Time Sewer Connection Program activities are completed and will ensure that the files are updated during the implementation period.


### XIII. CHANGES, WAIVERS, AND/OR CONFLICTS

The Commissioners Court will have the right to change, modify, or revoke all or any part of these guidelines by a majority vote of the Court. However, TDA must be informed of such changes and must grant permission for any changes that affect the County's fulfillment of its TxCDBG contract requirements.

Passed and approved this 10 day of June, 2019 by the Jefferson County Commissioners Court.

Approved:

  
 NAME JEFF R. BRANICK  
 JEFFERSON COUNTY JUDGE  
 Jefferson County, Texas

  
 JEFFERSON COUNTY CLERK  
 Jefferson County, Texas



**AGENDA ITEM****June 10, 2019**

Consider, possibly approve, authorize the County Judge to execute, receive and file OSSF Guidelines for On-Site Sewage Facilities Assistance Program, Texas Community Development Block Grant Program, Contract No. 7218240. (This is to assist homeowners who suffered damage as a result of Hurricane Harvey.)



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## OSSF Guidelines

Jefferson County, Texas

### Guidelines for On-Site Sewage Facilities Assistance Program

Texas Community Development Block Grant Program  
Contract No. 7218240

#### I. INTRODUCTION

Jefferson County, Texas has received Texas Community Development Block Grant (TxCDBG) funds administered by the Texas Department of Agriculture (TDA), to provide On-Site Sewage Facilities (OSSF) assistance to low- and moderate-income (LMI) applicant homeowners who reside in designated areas of the County as described in TxCDBG Contract 7218240 – approximately twenty six (26) on-site septic systems in the unincorporated areas of the County.

The primary objective of the County's OSSF Assistance Program is to provide adequate, safe, and sanitary sewer services for LMI residents through the installation of approved residential OSSFs for single family, owner-occupied dwellings in compliance with rules of the Texas Commission for Environmental Quality (TCEQ). In these guidelines, "County" refers to officers or employees of Jefferson County assigned to work with the Program. Any action by the County that requires Commissioners' Court approval is specifically noted; otherwise any action may be carried out by the appropriate officers or employees. "Grant Manager" refers to the general administration firm hired by the County to assist with the implementation of the Program.

#### II. APPLICANT ELIGIBILITY

The following are threshold requirements which must be met for an applicant homeowner to be eligible for assistance. Eligibility does not guarantee funding, as there may be more eligible applicant homeowners than can be served with available funds.

- A. Income Eligibility: Eligibility for the OSSF Assistance Program is governed by the most recently available income limits established by HUD for the TxCDBG. Only families with incomes at or below 80% of the area median family income are eligible for assistance. Income from any and all sources must be included for every adult (age 16 or over) living in the residential unit.

Jefferson County, Texas 2019 Income Limits								
Residents in Unit:	1	2	3	4	5	6	7	8
80% Median Income	\$36,550	\$41,750	\$46,950	\$52,150	\$56,350	\$60,500	\$64,700	\$68,850

1. The gross income of households to be benefited must not exceed HUD's current 80% AMFI Income Limits listed above.
2. All income will be verified for all members of the household from independent source



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documentation such as an employer paycheck stub, letter from employer(s), benefit letter from the Social Security Administration, or valid income tax returns.

- B. Proof of Ownership: Applicant homeowners must be a person who owns, in whole or in part, and occupies a single-family residential unit. Ownership may be documented as follows:
1. Valid deed of trust or mortgage deed which has been filed for record with the County Clerk's office and which includes reasonable rights of redemption and quiet and peaceful possession of the property;
  2. Life estate, which has been filed for record at the County Clerk's office;
  3. Heirship property; if property is in an undivided "heir ownership" situation, the applicant homeowner must be one of the heirs. Clear title is not required but proof of control of the property is necessary and can include evidence that the applicant homeowner paid insurance and property taxes in the prior year;
  4. 99-year leasehold interest in the property;
  5. Fee simple title to the property; or,
  6. Tax receipt that indicates ownership of the property.
- C. Proof of Occupancy: Applicant homeowner must furnish a utility bill from within the preceding three (3) months, or other proof of current occupancy of the housing unit to be assisted. Occupancy must be maintained throughout the assistance period.
- D. Property Taxes: Applicant homeowner must furnish a valid current tax receipt showing that all property taxes assessed on the property proposed for assistance have been paid prior to the award of the assistance; or notice from the Jefferson County Tax Appraisal District Office that the property owner qualified for and received a tax deferral as allowed under Section 33.06 of the Texas Property Code; or that Applicant has entered into an installment plan with the Tax Appraisal District Office and is current in making payments.
- E. 911 Address: Applicant homeowner must furnish documentation showing the current 911-address for the property.
- F. Clean Record: Applicants must not have any outstanding complaints, financial balances, or otherwise unresolved matters with the Jefferson County Safety and Inspection Department.

### III. PROPERTY ELIGIBILITY

- A. Unit Characteristics: Only single-family owner-occupied units **with no access to a centralized sewer system** will be eligible for assistance. Single-family housing units must have their own kitchens; share no common walls with other housing units; and must not fit the Census definition of "group quarters" (housing units containing ten or more unrelated people or nine or more people unrelated to the head of household). Mobile homes and manufactured housing are considered single-family housing units.
- B. Location: Units must be located within the unincorporated areas of Jefferson County.
- C. Inspection: The County will conduct an initial evaluation to verify location and determine whether the condition of the existing OSSF unit merits replacement.



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#### **IV. PROGRAM PARTICIPATION REQUIREMENTS**

- A. Relocation assistance will not be provided, as this is a voluntary participation program.
- B. All debris, abandoned vehicles, and derelict buildings that will interfere with the proposed improvements must be removed from the property prior to the start of construction. The applicant homeowner will be responsible for the removal.
- C. Self-help assistance in the form of the applicant homeowner providing the labor and the program providing material will not be permitted under this program.
- D. Applicant homeowners who provide false information regarding income or residency status may be disqualified by the Commissioners' Court at any time prior to the installation of the OSSF, and may be subject to criminal prosecution.

#### **V. TYPE OF ASSISTANCE**

OSSF Assistance will be in the form of a grant from the County to the applicant homeowner for the express purpose of installing a new OSSF and related house connection on the applicant's single-family owner-occupied property. The grant funds will be paid directly from the County to the OSSF contractor upon satisfactory completion of the installation.

#### **VI. CONFLICT OF INTEREST**

- A. The conflict of interest regulations contained in the TxCDBG contract(s) between the County and TDA prohibit local elected officials, County employees, and Program or Grant Managers who exercise functions with respect to TxCDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the TxCDBG activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.
- B. For purposes of this section only, the TxCDBG has defined "family" to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the TxCDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

#### **VII. SELECTION OF APPLICANTS**

##### **A. Application Policies and Procedures:**

- 1. Eligible applicants placed on a waitlist from the previous OSSF grant will be considered for this grant. Waitlisted applicants will need to provide updated financial information and proof of occupancy in order for their application to be considered complete.
- 2. In order to obtain additional applications, the Grant Manager and the County will host application in-take session(s) at accessible location(s) within the County. Following the first application intake session, the County will accept applications on a rolling basis at the Jefferson County Precinct offices.
- 3. Via the local newspaper and with public postings the Grant Manager will advertise the availability of OSSF Assistance to potential program beneficiaries at the beginning of the application acceptance period.
- 4. Each complete application will be marked with the date and time of receipt. A



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complete application means that the application form and all documentation required in sections II and III of these guidelines have been provided to the Grant Manager. All complete applications will be placed on an applicant list based upon the order in which they were received. Waitlisted applicants that provide updated financial and occupancy information prior to the in-take session(s) will be considered complete and will be placed at the top of the list. If waitlisted applicants do not have a complete application prior to the in-take session(s), they will be placed on the list in the order their information is received

5. Because applicants will be providing confidential information during application intake, the application and associated information shall be made available only to the County, the Grant Manager, and TDA.

**B. Applicant Evaluation and Approval:**

1. The Grant Manager will review all applications for Applicant Eligibility (Section II).
2. The County will review all applications for Property Eligibility (Section III). Only applications that include all required documentation will be accepted. Applicants will be notified of missing information and instructed to submit the missing items to the Safety and Inspection Department office, Precinct 1 office, or directly to the Grant Manager. Only when all missing items are submitted will the application be considered complete and eligible for placement on the applicant list.
3. Applicant homeowners who are eligible but are not offered assistance due to depletion of grant funds will be notified of this situation in writing.
4. Applicant homeowners who are not eligible for assistance will be removed from the applicant list and provided written notification of the reason for their ineligibility.
5. Funding will be offered to the applicant homeowners in applicant list order. If at any time complete application information is submitted simultaneously by different eligible homeowners the applicant with the lowest percentage of AMFI for his or her family size will be placed on the list first, followed by the applicant with the next lowest percentage, and so on until all applicants are listed. Complete applications submitted during the same applicant intake session are considered to be simultaneously submitted.
6. The Grant Manager will seek approval of homeowner applicants by Commissioners' Court, grouped in the order that the Grant Manager determines that the applications are complete and eligible for assistance; once approved by Court the applicants will be invited to enter into Assistance Agreements with the County for OSSF assistance. The process of creating applicant lists may be completed several times during the grant contract period as new applications are received.

**Assistance Agreements:**

After Court approval, the County will execute an Assistance Agreement-Right of Entry Form with each member of the applicant group selected to receive assistance. The Assistance Agreement will include the terms and conditions required to receive OSSF grant assistance from the County. A homeowner's refusal to sign the Assistance Agreement-Right of Entry Form disqualifies the homeowner from receiving assistance under this grant. The eligible applicant is referred to as an "assisted homeowner" after signing the Assistance Agreement. The assisted homeowner must occupy the property where the OSSF is located throughout the assistance period, which begins with the submittal of the application and ends with execution of the Certificate of Construction Completion.

**VIII. PRELIMINARY INSPECTION, WORK ASSESSMENT AND CONTRACTING PROCESS**

- A. A required site evaluation and design will be conducted for each assisted homeowner by a third party site evaluator selected by the County. The contract for site evaluation and design services will be between the County and the lowest qualified bidder and will include all site



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evaluations to be carried out under this program.

- B. The successful site evaluation and design services bidder must be able to provide proof of vehicular and general liability insurance. Proof of insurance must be obtained within 30 days of notice of award.
- C. In addition to the OSSF evaluation, the site evaluator shall assess, to the best of his ability, the need to replace yard piping and house plumbing connections in order to convey all wastewater and gray-water from the house to the new OSSF. These items, where known, shall be included in the design for bidding.
- D. Once the site evaluation is complete it will be submitted to the Jefferson County Safety and Inspection Department for review and approval, through the authority granted by TCEQ.
- E. Site evaluations and designs will be used as the basis when bidding for OSSF installations.
- F. The County will require that OSSF installation bidders obtain a 5% bid bond. A certified or cashier's check or U.S. Savings bond may be submitted in lieu of the bid bond.
- G. The County and the Grant Manager will conduct the bid process and bid opening according to all required federal, state and local procurement procedures for OSSF installation on private property. Bids must include all work indicated by the site evaluator's design including OSSF replacement and any sewer yard line or house connection plumbing improvements, where indicated.
- H. Once bids are received, the Grant Manager will create a bid tabulation. The contract for OSSF installation will be between the County and the lowest qualified bidder. The construction contract will be executed on forms approved by the County and will include all TxCDBG program requirements and technical specifications.
- I. For contracts in excess of \$100,000.00, the successful bidder must be able to obtain a performance bond equal to the amount of the construction contract. The performance bond must reference Jefferson County TxCDBG contract #7218240 and be filed within 30 days of notice of award.
- J. The successful bidder must be able to provide proof of vehicular and general liability insurance. Proof of insurance must be obtained within 30 days of notice of award.
- K. For contracts in excess of \$50,000, the County will require the contractor to execute a payment bond in the amount of the contract before beginning the work.
- L. In order to be eligible to participate in the construction work financed under this OSSF Assistance Program, contractors must meet the following minimum requirements:
  - 1. The contractor must not be a debarred, suspended or ineligible contractor according to U.S. General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs. Verification of contractor eligibility will be obtained from TDA prior to awarding any contract.
  - 2. The contractor will comply with relevant state and federal laws. The contractor must have a current and valid OSSF license issued by the State of Texas (TCEQ) appropriate to the type of OSSF being installed.

## IX. CONSTRUCTION PHASE PROCEDURES

- A. Changes to the OSSF replacement contract scope of work between the County and the contractor must be approved in writing by the County and the contractor via Change Order. All Change Orders require prior approval by the County and the Texas Department of Agriculture (TDA). Reasons for Change Orders may include but not be limited to adding days to a construction contract in order to account for inclement weather. All change orders will be reviewed on a case-by-case basis.
- B. Construction Inspections serve three purposes: 1) to evaluate the contractor's progress; 2) to confirm that OSSF installation codes or standards have been satisfactorily met and that any pre-existing septic systems replaced through this program have been mitigated in accordance with Title 30 Texas Administrative Code Chapter 285 Subchapter D rule



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285.36(b) so that a permit may be issued; and 3) to confirm that all requirements of the contract have been met to all parties' satisfaction. The County has established inspection procedures according to the type of OSSF and the Safety and Inspection Department will be responsible for all OSSF inspections through the authority granted to it by TCEQ. The County's established OSSF procedures shall be followed for interim and final inspections with the following modifications:

1. When work on each OSSF is nearing completion, the contractor will notify the County inspector regarding the specific date when the job will be ready for a final inspection. The County will schedule final inspections for each OSSF.
2. Once the OSSF installation has been approved by the County's inspector and the permit issued, the assisted homeowner will confirm acceptance of the work in writing.
3. Once Construction of all OSSFs within the construction contract are complete and permitted by the County, a Certificate of Construction Completion (COCC) will be signed by Jefferson County and the contractor. The COCC and OSSF permits will constitute evidence that the work was completed in accordance with TCEQ standards and the site evaluator's designs.

C. Warranties and Liens

1. Once permits are issued by the County for all OSSFs included in the construction contract, then the OSSF contractor will provide an "affidavit of all bills paid" and the final request for payment to the Grant Manager.
2. All work performed by the OSSF contractors will be guaranteed for a period of one (1) year. Once the COCC is fully executed the warranty will be transferred to the Grantee as specified in the Assistance Agreement-Right of Entry.

D. Contractor Payment:

1. The County may approve progress payments to the contractor and may set aside a retainage not to exceed five percent (5%) of the contract price.
2. Final payment of retainage will be approved after a Certificate of Construction Completion (COCC) and affidavit of all bills paid is executed by the relevant parties and the contractor's standard written warranty for OSSF installation is provided to each assisted household.
3. The County shall not execute the COCC until all OSSF systems are fully completed and the County has verified through its OSSF inspection process that the OSSF systems are in compliance with relevant TCEQ and County requirements.

E. Contractor Performance

1. Should the contractor fail to perform work in accordance with an OSSF contract, the County may serve written notice upon the Contractor of its intention to terminate the contract. The notice shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Contractor. The County may then take over the work and complete the project by bid/contract or by force account at the expense of the Contractor. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
2. Should the contractor fail to correct any warranty issues in accordance with an OSSF contract, the contractor shall be barred from bidding on future OSSF contracts and payment for any pending OSSFs under construction will be suspended until the warranty issues are addressed to the satisfaction of the County.
3. Contractors with open OSSF contracts that are out of compliance for any reason (construction not complete by contract deadline, installation does not meet TCEQ



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standards or project specifications, etc.) shall be barred from bidding on future OSSF contracts until the issues are resolved to the satisfaction of the County and the contract is back in compliance.

#### **X. COMPLAINTS AND DISPUTES**

The County and the Grant Manager will investigate all complaints, whether verbal or written, using the following procedures:

1. All complaints will be submitted in writing.
2. The Grant Manager will attempt to resolve the complaint. If they are unable to resolve the complaint to the satisfaction of the complainant, the complainant will have five (5) working days to appeal the Grant Manager's decision to the Head of the Jefferson County Safety and Inspection Department. If the County Safety and Inspection Department Head is unable to resolve the complaint to the satisfaction of the complainant, the complainant will have five (5) working days to appeal the decision to TDA. The decision of TDA will be binding upon all parties involved.
3. Each step of the complaint resolution process will be documented and maintained in the program files.

#### **XI. FILES AND REPORTS**

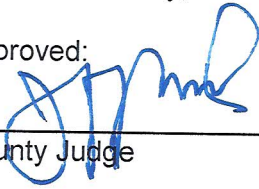
The County will maintain accurate files and records on the program and on each applicant homeowner as required by TDA. Such files will be open for inspection as to qualifications, bids, and awards. The Grant Manager will ensure that the files are intact at the time the OSSF Assistance Program activities are completed and will ensure that the files are updated during the implementation period.

#### **XIII. CHANGES, WAIVERS, AND/OR CONFLICTS**


The Commissioner's Court will have the right to change, modify, or revoke all or any part of these guidelines by a majority vote of the Commissioner's Court. However, TDA must be informed of such changes and must grant permission for any changes that affect the County's fulfillment of its TxCDBG contract requirements.

Passed and approved this 10 day of June, 2019 by the Commissioner's Court of Jefferson County, Texas.

Approved:

  
County Judge

Attest:

  
County Clerk



Commissioners' Court Order No. 06-U-19Precinct No. 4

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

Date 5-30-19

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby made application to use  
lands belonging to Jefferson County, for the purpose of constructing, maintaining or  
repairing a utility or common carrier pipeline for the distribution of  
fiber optic cable, location of which is fully described as  
follows: AT&T will be burying a fiber optic cable on Industrial Rd. Starting at  
an existing handhole at the corner of Industrial Rd + Chemical Rd. Ending  
at 5898 Industrial Rd. Total length of fiber cable is 1,963 ft.

1 pages of drawings attached.Construction will begin on or after 6-17-19, 20 19.

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

Company AT&TBy Jay RomeroTitle Design EngineerAddress 350 pine st Suite 650  
Beaumont, TX 77701Telephone (409) 291-9286

Fax No. \_\_\_\_\_



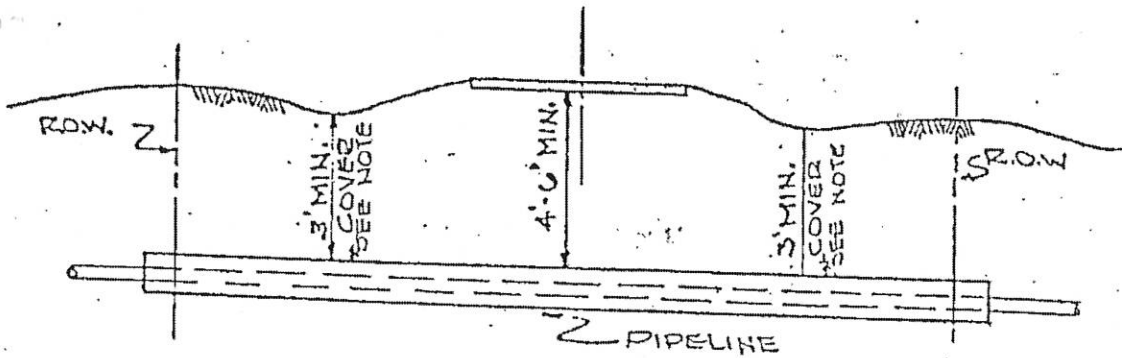
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

1 road crossing @ \$100.00 Industrial \$ N/A  
       miles parallel @ \$150.00/mile or fraction        \$ N/A  
TOTAL        \$ N/A

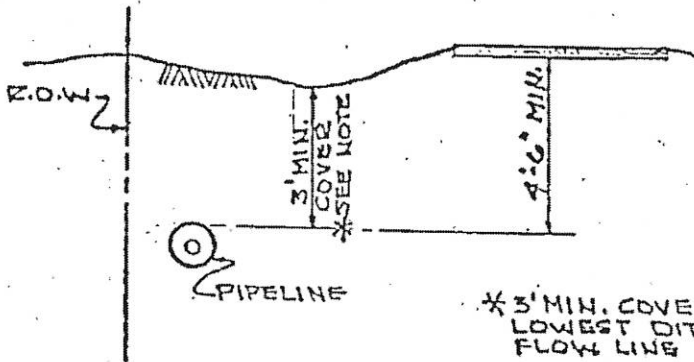
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work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



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

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

## 1. STANDARD PIPELINE CROSSING



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

## 2. STANDARD PARALLEL LINE

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

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

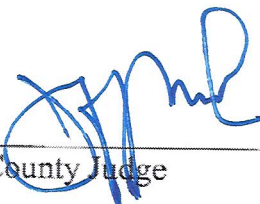
  
Director of Engineering

06/10/19  
Date

## COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

By   
County Judge



**Regular, June 10, 2019**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, June 10, 2019