

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

**SPECIAL, 10/29/2019 10:30:00 AM**

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

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2 (ABSENT)

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:

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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**  
**October 29, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **29th day of October 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:30 a.m.- WORKSHOP- To receive updated information from Johnson Controls on the Energy Conservation Project for the County.

**INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**

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**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 19-060/YS), Re-Bid Term Contract for Mowing for Jefferson County.

**SEE ATTACHMENTS ON PAGES 10 - 51**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve a correction to the Purchase Agreement for the purchase of twenty (20) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery; to include a \$50.00 Deed Fee, increasing the total purchase price from \$6,100.00 to \$6,150.00. This agreement (that included the deed fee) was previously approved and executed on October 15, 2019.

**SEE ATTACHMENTS ON PAGES 52 - 54**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file an agreement (Agreement 19-059/JW), with LexisNexis and Jefferson County for a LexisNexis Advance website access subscription for the 279th District Court. This agreement is for a one-year term (December 1, 2019 through November 30, 2020), at a cost of \$80.00 per month.

**SEE ATTACHMENTS ON PAGES 55 - 57**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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4. Consider and approve, execute, receive and file (JOC 19-061/DC) with SeTex Facilities & Maintenance for Ford Park Culvert Repairs, in the amount of \$25,009.00. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

**SEE ATTACHMENTS ON PAGES 58 - 58**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

5. Consider, possibly approve and authorize the County Judge to execute a Hangar Lease Agreement between Jefferson County and KUSA Aviation for Hangar 7 (Units 2, 3, & 4) at Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 59 - 66**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

6. Consider, possibly approve and authorize the County Judge to execute a Hangar Lease Agreement between Jefferson County and Stone Oak Management for Hangar 7 (Units 1) at Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 67 - 74**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

7. Consider, possibly approve and authorize the County Judge to execute an Office Lease Agreement between Jefferson County and ASL Airport Shuttle & Limousine for office space at the Jack Brooks Regional Airport Main Terminal.

**SEE ATTACHMENTS ON PAGES 75 - 84**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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**COUNTY AUDITOR:**

8. Consider and approve FY 2020 budget transfer - Jail - purchase of tray assembly table.

120-3062-423-6018	POWER TOOLS & APPLIANCES	\$10,312.00	
120-3062-423-4011	EQUIPMENT- MISCELLANEOUS		\$10,312.00

**SEE ATTACHMENTS ON PAGES 85 - 86**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

9. Consider and approve FY 2019 budget transfer for additional funding for Capital Projects and Workers' Compensation claims. (see attached schedule)

**SEE ATTACHMENTS ON PAGES 87 - 87**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

10. Consider and approve FY 2019 budget transfer for payroll and other year end accruals. (see attached schedule)

**SEE ATTACHMENTS ON PAGES 88 - 88**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

11. Receive and file amended Title IV-E County Legal Services Budget for Fiscal Year 10/1/2019 to 9/30/2020.

**SEE ATTACHMENTS ON PAGES 89 - 102**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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12. Receive and file Financial & Operating Statements - County Funds Only for the Month Ending September 30, 2019 (Unadjusted).

**SEE ATTACHMENTS ON PAGES 103 - 119**

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

13. Consider and approve electronic disbursement for \$1,134,865.31 to LaSalle for revenue received from entities for inmate housing.

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

14. Regular County Bills - check #464889 through checks #465140.

**SEE ATTACHMENTS ON PAGES 120 - 129**

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

**COUNTY COMMISSIONERS:**

15. Consider and possibly approve a Resolution to extend the Disaster Declaration for Tropical Storm Imelda pursuant to Section 418.108 (b), Government Code.

**SEE ATTACHMENTS ON PAGES 130 - 130**

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

16. Discuss and consider matters pertaining to the Ford Park midway.

**Discussion of doing the work in house or outsourcing.**

**Action: NONE**

**ADDENDUMS**

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17. Consider and possibly approve a Proclamation for Catholic Charities of Southeast Texas 16th Annual Harvest of Hope Day.

**SEE ATTACHMENTS ON PAGES 131 - 133**

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

**COUNTY TAX ASSESSOR-COLLECTOR:**

18. Consider and approve amending the fee charged for Coin-Operated Machines Occupation Tax Permits as permitted in Section 2153.451 of the Occupation Code to one-fourth of the rate of the tax under Section 2153.401 effective January 1, 2020. (The State currently charges \$60 for a full calendar year under Section 2153.401 and as such, the new rate would be \$15 for a full calendar year.)

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

19. Consider and approve a property tax refund to Winstead PC in the amount of \$11,417.34 in accordance with Property Tax Code 33.11- Refund of overpayment in excess of \$2,500.

**SEE ATTACHMENTS ON PAGES 134 - 136**

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

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**RISK MANAGEMENT:**

20. Consider and possibly approve Aviation Liability and Hull Insurance Policy with Ace Property and Casualty Insurance Company, effective October 21, 2019, for an annual premium of \$49,000. This policy is included in the Sheriff's Department approved budget.

**SEE ATTACHMENTS ON PAGES 137 - 141**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

21. Consider and possibly approve a Resolution recognizing Thomas Martin, Jr. for 9 years and 11 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 142 - 142**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

22. Consider and possibly approve a Resolution recognizing Anthony Viator for 26 years and 6 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 143 - 143**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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**DISTRICT ATTORNEY:**

23. Consider and possibly approve a Resolution regarding Regulation of Game Rooms Pursuant to Section 234 of the Texas Local Government Code.

**SEE ATTACHMENTS ON PAGES 144 - 145**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

October 29, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-060/YS, Re-Bid Term Contract for Mowing for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:** Re-Bid Term Contract for Mowing for Jefferson County  
**BID NO:** IFB 19-060/YS  
**DUE DATE/TIME:** 11:00 AM CT, Tuesday, November 19, 2019  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

A handwritten signature of Deborah L. Clark, which includes a small circular seal of the Jefferson County Purchasing Department.

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**IFB 19-044/YS**  
**Re-Bid Term Contract for Mowing for Jefferson County**  
**Bids due: 11:00 AM CT, November 19, 2019**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

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

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

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

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

### 5. Signatures

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

## 6. **County Holidays – 2019:**

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

## 7. **Rejection or Withdrawal**

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

## 8. **Emergency/Declared Disaster Requirements**

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

## 9. **Award**

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

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

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

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

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

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

#### **16. Delivery**

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

#### **17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

“County” – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.

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

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

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

## **M. ACCESS TO RECORDS**

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

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

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

## **N. SEAL, LOGO AND FLAGS**

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

## **O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

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

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.*

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

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

### 7. Usage Reports

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

### 8. Insurance

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

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

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

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

**Minimum Insurance Requirements:**

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

**Excess Liability** \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** Statutory Coverage (See Section 9 Below)

**9. Workers' Compensation Insurance**

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number IFB 19-060/YS.

### Scope

Jefferson County is seeking proposals for the mowing of unleased "Buy Out Properties" throughout Jefferson County (please see Attachment A for map).

1. The awarded vendor will mow these properties three (3) times annually (March, June, and November) to maintain water drainage. The vendor will contact the precinct foreman prior to each mowing and upon completion.
2. The County desires to retain a contractor with prior experience in mowing and the successful offeror shall be required to submit such evidence of qualifications as deemed necessary.
3. It will be the vendor's responsibility and strongly advised to inspect the properties prior to bid submission for determination of size of the listed properties.
4. The contractor shall provide all labor, equipment, materials, and transportation.
5. Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment.
6. Contractor will submit work log detailing properties serviced and dates serviced at time of invoice submission.
7. Additions, deletions or other changes to properties to be mowed will be given to the Contractor with a thirty (30) day notice, verified and approved by written transmittal from Jefferson County.
8. It shall be the vendor's responsibility to rectify any damage to County and individual's property caused by any individual(s) connected with the vendor as well as their own equipment and property.

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude
1	83	438	Hillebrandt Acres	Beaumont, TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818
2	19	445	Bass Rd	Beaumont, TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465

3	16	469	Bass Rd	Beaumont, TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444
4	79	1068	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608
5	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799
6	148	3534	Ballard Rd	Beaumont, TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147
7	95	10140	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255
8	72	10249	Barton Rd	Beaumont, TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487
9	13	11037	Hickory Ln	Beaumont, TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961
10	12	11087	Hickory Ln	Beaumont, TX	77705	6& 2 7 2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611
11	48	11111	Oak Ln	Beaumont, TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948
12	33	11124	Oak Ln	Beaumont, TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518
13	62	11126	Hickory Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638

14	57	11134	Kenner Rd	Beaumont, TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236
15	28	11158	Hickory Ln	Beaumont, TX	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638
16	27	11174	Hickory Ln	Beaumont, TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634
17	35	11180	Country Lane Rd	Beaumont, TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405
18	34	11189	Oak Ln	Beaumont, TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476
19	44	11189	Country Lane Rd	Beaumont, TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353
20	29	11200	Oak Ln	Beaumont, TX	77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513
21	59	11210	Country Lane Rd	Beaumont, TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393
22	42	11223	Oak Ln	Beaumont, TX	77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476
23	22	11224	Oak Ln	Beaumont, TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526
24	53	11232	Country Lane Rd	Beaumont, TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409
25	43	11265	Sweetgum Ln	Beaumont, TX	77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477
26	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401
27	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393

28	38	11346	Country Lane Rd	Beaumont, TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444
29	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578
30	14	11394	Country Lane Rd	Beaumont, TX	77705	Lts 5 1 Tr 2 Lts 6 1 & S 1/2 Lt 7 1 Tr1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961
31	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493
32	138	11524	Davidson Rd	Beaumont, TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812
33	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132
34	66	769	Little Acres	Beaumont, TX	77705	Lot 1 Block 4 Abstract 047725 Oak Park	29.94861	-94.12836
35	107	15091	Boondocks Road	Beaumont, TX	77705	Tract 37768 D Burrell 2.234 Abstract 300509	29.86791	-94.22282
36	137	2180	Humble Camp Road	Beaumont, TX	77705	5.7 Acres out of Oak Park Acres, Abstract 047750, Jefferson County, Texas - (Oak Park Acres Pt Lts 9&10 Tract 2, B3 1.786 Ac, Oak Park Acres Lts 6-14, B2 Lts 9&10, Tract 1, B3 135.414 Ac)	29.9401	-94.111

## Bidder Information Form

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

**Bid Name & Number:** Re-Bid Term Contract for Mowing for Jefferson County, IFB 19-060/YS

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

## To Jefferson County:

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

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

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

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

Company Name

For clarification of this offer, contact:

## Address

Name \_\_\_\_\_

Signature of Person Authorized to Sign

E-mail

Printed Name

## Title

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Mowing for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 19-060/YS, Re-Bid Term Contract for Mowing for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

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**Total amount of bid \$** \_\_\_\_\_ **/annually**

**List of equipment to be used:**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Telephone Number(s):** \_\_\_\_\_

**Fax Number(s):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

## **Signature Page**

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

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

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

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

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

---

Bidder (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

### **CONFFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1**  **Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . .

Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)?

Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If “No” was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.**

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

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

## **Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)**

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

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

Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

---

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

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

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

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

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

---

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

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

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

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

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

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

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

---



---

Printed Name of Contractor Representative

Signature of Representative

Date

---

Printed Name of HUB

Signature of Representative

Date

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

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

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

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

---

**PAGE 1 OF 4**

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

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

Yes  No

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

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

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

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

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

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

---

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

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

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**PAGE 2 OF 4**

### **HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

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**PAGE 3 OF 4**

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

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

---

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

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

**PAGE 4 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

Name (print or type): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

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

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## Residence Certification/Tax Form

---

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

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

I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

---

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

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

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

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

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

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

## House Bill 89 Verification

---

I, \_\_\_\_\_, the undersigned representative of (company or business name)

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

---

Signature of Company Representative

---

Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

---

Notary Signature

---

Date

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

## Senate Bill 252 Certification

---

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

---

Company Name

---

IFB/RFP/RFQ number

Certification check performed by:

---

Purchasing Representative

---

Date

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

## **Bid Affidavit**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

“I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)  
for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone#: \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named  
\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

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

CONTRACT # Hillcrest Memorial Gardens, Inc.Burial# P.O. Box 2060Reference(s) # 4560 Hwy 87 SouthReference(s) # Orange, Texas, 7631-2060

(409) 735-7145

**PURCHASE AGREEMENT**Date Oct 15, 2017I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPTREF # ITFB 18-036/YSAddress 1149 PEARL STBEAUMONT, TX 77701Phone 409-835-8530Email 

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:  
 Hillcrest Memorial Gardens, Inc.  Orange Forest Lawn  
 (Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

**PROPERTY DESCRIPTION****SERENITY**

Carden	Lot	*	Block	*	Spaces	*
Section	Lot	—	Block	—	Spaces	—
Section	Lot	—	Block	—	Spaces	—
No. of spaces	—	—	Square Feet	—	—	—
Mausoleum Unit	—	—	Level	—	—	—
Crypt	—	—	—	—	—	—

**MERCHANDISE - PROPERTY - SERVICES**

Price Itemization:

QTY	ITEM DESCRIPTION	COST	ADJUSTED SALES PRICE
20	A. Ground Space	\$ 245.96	\$ 4,919.20
—	B. Mausoleum	\$ —	\$ —
—	C. Niche	\$ —	Annual Percentage Rate %
—	D. Discount	\$ —	FINANCE CHARGE \$ —
—	Net Property sale (A,B, or C-D)	\$ 1,180.80	TOTAL of PAYMENTS (Amount financed + finance charge)
20	Perpetual Care	\$ 59.04/ea	Deferred Payment Price (total sales price+ finance charge)
1	Deed Fee	\$ 50.00	\$ —
—	Liner Installation Fee	\$ —	\$ —
—	Opening & Closing	\$ —	\$ —
—	E. Memorial	\$ —	PAYMENT SCHEDULE
—	Memorial Inst. Fee	\$ —	Number of Installments
—	F. Granite Base	\$ —	Payable (Mo, Quart, Ann)
—	G. Memorial Discount	\$ —	# equal installments of
—	MISC	\$ —	And one final installment of
—	Net Memorial Sales (E or F-G)	\$ —	TOTAL AMOUNT OF ALL INSTALLMENTS (must equal total of payments as itemized above)
—	Sales Tax	\$ —	\$ 6,150.00
TOTAL PRICE (target)	\$ —	First Installment Due	
Allowance(s)	\$ —		
Other Applicable Discounts	\$ 6,150.00		
ADJUSTED SALES PRICE	\$ 6,150.00		

**NOTATIONS**

\* SEE SEPARATE ATTACHMENT FOR LOT, BLOCK, &amp; SPACE DESCRIPTIONS.

**NOTATIONS**

All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and/or inscriptions for memorials not included in any pre-need price and will be a just expense at need.

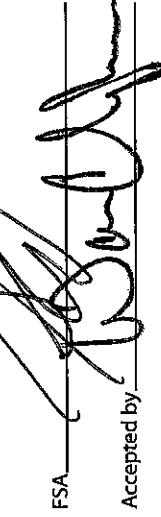
**RIGHTS OF PURCHASER AND SELLER**

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the buyer has executed this day of \_\_\_\_\_

Buyer \_\_\_\_\_

Issue Deed to JEFFERSON COUNTY PUBLIC HEALTH DEPT.

  
 Claybar Haven of Rest  
 Cemetery & Crematory  
 P.O. Box 27  
 Hwy 90 at Green Pond Road  
 Beaumont, Texas 77704  
 (409) 892-3456

FSA \_\_\_\_\_

Accepted by \_\_\_\_\_

  
 Claybar Haven of Rest  
 Cemetery & Crematory



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

October 3, 2019

Mrs. Johnnie Roberts  
Jefferson County Public Health Dept.  
1295 Pearl St.  
Beaumont, TX 77701

Dear Johnnie,

In July, you requested requested fifty (50) spaces for the Public Health Department's Indigent Burial Program. At the time, we could only fill your request with thirty (30) spaces. We have since added more spaces to our Garden of Serenity, and can now supply the county with twenty (20) more spaces.

Enclosed you will find a Purchase Agreement from Claybar Haven of Rest Cemetery for twenty (20) indigent burial spaces at \$305.00/space; your reference #IFB 18-036/YS.

Warren & I appreciate this opportunity to assist Jefferson County with its indigent burial program. Should you need anything else please call me.

Sincerely,

John D. Woods  
Claybar Haven of Rest Cemetery

Enclosure (4)



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

Haven of Rest Cemetery

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT  
INDIGENT BURIAL PROGRAM

#IFB 036/YS

October 3, 2019

20 Burial Space Purchase Proposal

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space #'s</u>	<u># of Spaces</u>
SERENITY	20	A	2,3,4	3
SERENITY	20	C	2,3,4	3
SERENITY	53	A	1,2,3,4	4
SERENITY	53	C	1,2,3,4	4
SERENITY	55	B	2,3	2
SERENITY	56	A	1,2,3,4	4
<b>Total Spaces</b>				<b>20</b>



"Subscriber" Name: 279th District Court

Account Number: 10000QC5H

"LN": LexisNexis, a division of RELX Inc.

### 1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

### 2. Certification

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

Number of Government Professional Users:

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

#### Lexis Advance Content & Features

Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
News	1010610	1
All Briefs, Pleadings & Motions	1010612	1

TX Practice Library	1010629	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
12/1/2019-11/30/2020	\$80.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

   
 (Initial)

**N/A Subscriber elects access to the Alternate Materials**

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

#### 4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before \_\_\_\_\_.

#### 5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

#### 6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

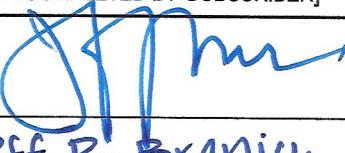
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

#### 7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

Subscriber:	279th District Court
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	October 29, 2019

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	Roslan, Joshua
Name:	Digitally signed by Roslan, Joshua
Job Title:	(LNG-DAY)
Date:	Date: 2019.10.16 (LNG-DAY) 14:57:35 -04'00'



ATTEST   
DATE 10/29/19



JOC 19-061/DC

58

Mailing Address:  
P.O. Box 20658  
Beaumont, Texas 77720-0658

August 2, 2019

Deb Clark  
Jefferson County  
1149 Pearl  
Beaumont, TX 77701

General Contracting

**Project:** "Ford Park Site Work"

Job Order Contracting

**Subject:** "Proposal"

Facilities Maintenance

Dear Ms. Clark:

We are pleased to submit our rough order of magnitude proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

**Proposal Recap:**

Commercial

- Repair box culvert at 7 locations
- Repair HPDE culvert at 1 location
- Repairs include replacing damaged HDPE culverts that are visible
- Grouting HPDE pipe to catch basin
- Repairing ramnek at box culverts locations
- Installing stabilized sand over repairs
- Installing fill to level areas effected

Healthcare

Proposal Cost	\$ 24,399.57
Bond (if applicable)	\$ 609.99
<b>Total Price</b>	<b>\$ 25,009.56</b>

Infrastructure

**Exclusions:**

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

We estimate approximately **ten (10)** working days to complete upon material delivery

Education

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Performing Arts

Respectfully submitted,  
**SETEX Facilities & Maintenance, LLC.**

  
Michael Waidley  
Project Manager

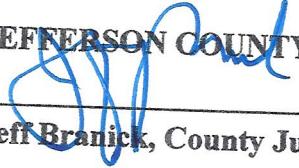
cc: SETEX/file

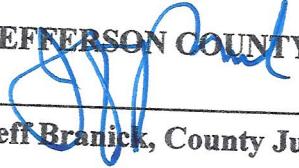
19-0077



ATTEST:

  
**Carolyn L. Guidry, County Clerk**

  
**JEFFERSON COUNTY, TEXAS**

  
**Jeff Branick, County Judge**

THE STATE OF TEXAS }

HANGAR #7 / OFFICE SPACE

COUNTY OF JEFFERSON }

LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and KUSA Aviation, LLC, doing business in the State of Texas, made and entered into this \_\_\_\_\_ day of October, 2019.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, KUSA Aviation, LLC, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, light aircraft maintenance, and an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. Premises. Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance, hangar space and an office. The space is more fully described as follows:
2. Rate. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Hangar 7 – Unit 2, 3, & 4" containing 20,250 square feet, more or less, of hangar space at a rate of \$2.52 annually per sqft (\$4,252.50/month \$51,030.00/year), and "Hangar 7 – Storage E" containing 420 square feet, more or less, of office space at a rate of \$8.00 annually per sqft (\$280.00/month \$3,360.0/year), for a total hangar and office rental rate of (\$4,532.50/month \$54,390.00/year).
3. Terms. This agreement shall become effective October 1st, 2019, and shall be for a one (1) year period expiring on September 30, 2019, with the option of extending for four (4) additional one (1) year periods; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.
4. Rentals. Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the

State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.

5. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a \$50.00 late fee.
6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.
7. **Prohibited Uses.** Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor. Lessor shall not allow its employees or any other person to use the demises premises as a residence. Lessor shall not allow its employees or any other person to use the demised premises for the storage of vehicles or personal property not associated with its business activities. Lessor shall use the demised premises for aeronautical activity only with allowances for the storage of equipment directly associated with an aeronautical activity.
8. **Standards for Aeronautical Use of Hangars.** Aeronautical uses for hangars include:
  - a. Storage of active aircraft.
  - b. Final assembly of aircraft under construction.
  - c. Non-commercial construction of amateur-built or kit-built aircraft.
  - d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  - e. Storage of aircraft handling equipment, e.g., tow-bars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
9. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space.
10. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.
11. **Lessee's Responsibilities.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including

interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

12. **Janitorial Service.** Lessee shall provide its own janitorial service as needed.
13. **Alterations.** Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.
14. **Condition and Surrender.** Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
15. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.
16. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.
17. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason

including Lessee's default, failure to comply with applicable statutes, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

18. **Remedies.** Upon the occurrence of any event of default specified in section 17 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.

a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

19. **Cancellation.** Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

20. **Assignment.** Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is

any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.

21. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
22. **Assurances**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
23. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.
  - a. Lessee, or lessee's designees, must complete Driving on the Airfield training prior to operating a vehicle on any ramps, aprons, or free areas between hangars. Training is available through the Operations Manager's office.
24. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Transportation Security Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.
25. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.
26. **Insurance**. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.
  - a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it

deem necessary.

- b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.
- c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars (\$500,000.00) for property damage growing out of any accident or other cause.
- d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.
- e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

27. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT DIRECTOR**  
**Jack Brooks Regional Airport**  
**4875 Parker Drive**  
**Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**KUSA Aviation, LLC**  
**4700 Hangar Dr.**  
**Beaumont, TX, 77705**  
**1 Tel. 409.727.7900**  
Email: [KKnupple@KUSAAviation.com](mailto:KKnupple@KUSAAviation.com)

or to such other addresses as the parties may designate to each other in writing from time to time.

**LESSOR: Jack Brooks Regional Airport**

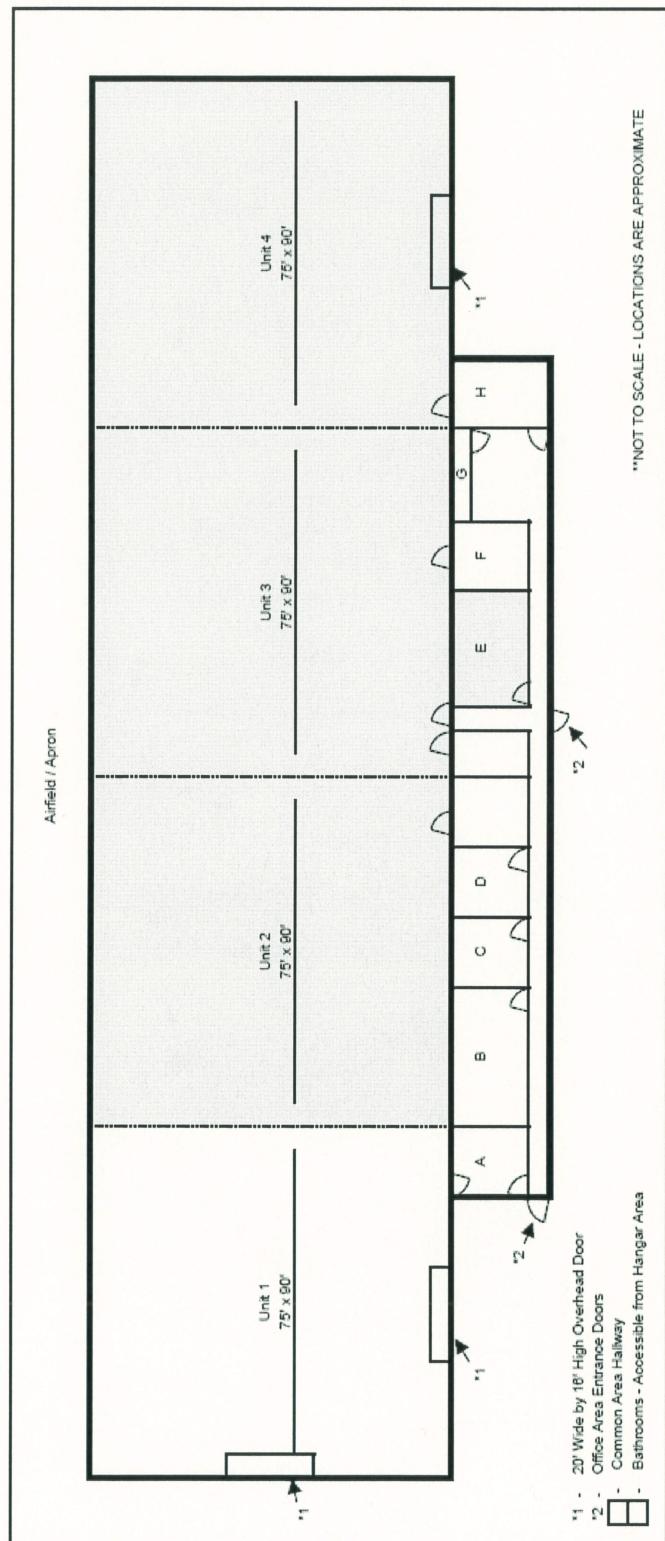
**BY:** \_\_\_\_\_

**Jeff Branick**  
**Jefferson County Judge**

**LESSEE**

**BY:** \_\_\_\_\_  
**Kyle Knupple – CEO**  
**KUSA Aviation, LLC**

## **Exhibit A – Leased Premises – Office & Hangar**



THE STATE OF TEXAS }

HANGAR #7 / OFFICE SPACE

COUNTY OF JEFFERSON }

LEASE AGREEMENT

**THIS AGREEMENT** entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Stone Oak Management, LLC, doing business in the State of Texas, made and entered into this \_\_\_\_\_ day of October, 2019.

**WHEREAS**, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

**WHEREAS**, Stone Oak Management, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, light aircraft maintenance, and an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

**WHEREAS**, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance, hangar space and an office. The space is more fully described as follows:
2. **Rate**. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Hangar 7 – Unit 1" containing 6,750 square feet, more or less, of hangar space at a rate of \$2.52 annually per sqft (\$1,417.50/month \$17,010.00/year), and "Hangar 7 – Office A & B" containing 830 square feet, more or less, of office space at a rate of \$10.05 annually per sqft (\$695.13/month \$8,341.50/year), for a total hangar and office rental rate of (\$2,112.63/month \$25,351.50/year).
3. **Terms**. This agreement shall become effective October 1st, 2019, and shall be for a one (1) year period expiring on September 30, 2019, with the option of extending for two (2) additional one (1) year periods; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.
4. **Rentals**. Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other

duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.

5. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a \$50.00 late fee.
6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.
7. **Prohibited Uses.** Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor. Lessor shall not allow its employees or any other person to use the demises premises as a residence. Lessor shall not allow its employees or any other person to use the demised premises for the storage of vehicles or personal property not associated with its business activities. Lessor shall use the demised premises for aeronautical activity only with allowances for the storage of equipment directly associated with an aeronautical activity.
8. **Standards for Aeronautical Use of Hangars.** Aeronautical uses for hangars include:
  - a. Storage of active aircraft.
  - b. Final assembly of aircraft under construction.
  - c. Non-commercial construction of amateur-built or kit-built aircraft.
  - d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  - e. Storage of aircraft handling equipment, e.g., tow-bars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
9. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space.
10. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.
11. **Lessee's Responsibilities.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the

exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

12. **Janitorial Service.** Lessee shall provide its own janitorial service as needed.
13. **Alterations.** Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.
14. **Condition and Surrender.** Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
15. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.
16. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.
17. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statutes, ordinances and regulations; or

expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

18. **Remedies.** Upon the occurrence of any event of default specified in section 17 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.
  - a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.
19. **Cancellation.** Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.
  - a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.
20. **Assignment.** Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part

of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.

21. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
22. **Assurances**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
23. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.
  - a. Lessee, or lessee's designees, must complete Driving on the Airfield training prior to operating a vehicle on any ramps, aprons, or free areas between hangars. Training is available through the Operations Manager's office.
24. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Transportation Security Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.
25. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.
26. **Insurance**. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.
  - a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

- b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.
- c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars (\$500,000.00) for property damage growing out of any accident or other cause.
- d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.
- e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

27. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT DIRECTOR**  
**Jack Brooks Regional Airport**  
**4875 Parker Drive**  
**Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**Stone Oak Management, LLC**  
**2704 Helena Ave**  
**Nederland, TX, 77627**  
**1 Tel. 409.722.4219**  
**Email: JKerr5245@AOL.com**

or to such other addresses as the parties may designate to each other in writing from time to time.

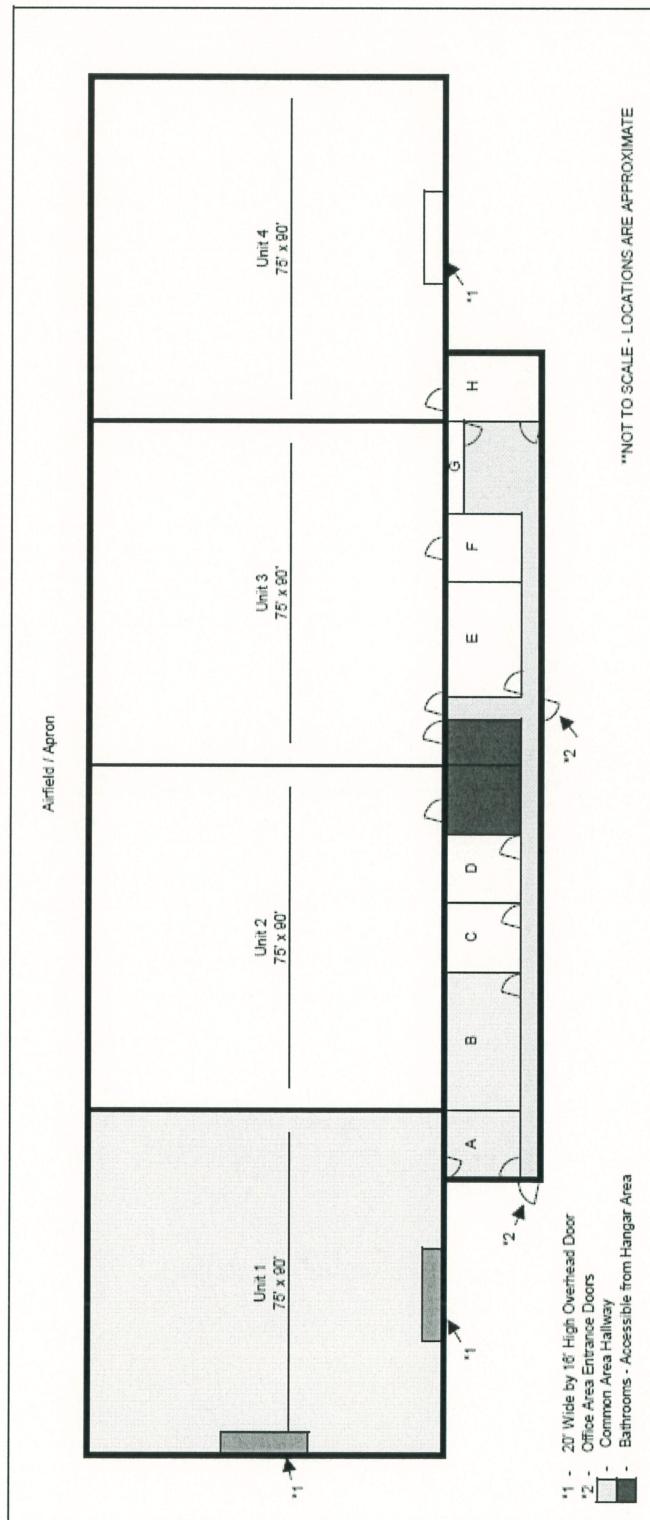
**LESSOR: Jack Brooks Regional Airport**

**BY: \_\_\_\_\_**

**Jeff Branick**  
**Jefferson County Judge**

**LESSEE**

**BY: \_\_\_\_\_**  
**James Kerr – Authorized Representative**  
**Stone Oak Management, LLC**

**Exhibit A – Leased Premises – Office & Hangar**

THE STATE OF TEXAS	}	<u>OFFICE MONTH TO MONTH</u>
COUNTY OF JEFFERSON	}	<u>LEASE AGREEMENT</u>

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and ASL Airport Shuttle & Limousine, doing business in the State of Texas, made and entered into this \_\_\_\_ day of October, 2019.

**WHEREAS**, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

**WHEREAS**, ASL Airport Shuttle & Limousine, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter an Office Rental Agreement with the Lessor for the purpose of leasing an office with the understanding that the scope of business operations permitted by this agreement is limited to the use of an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

**WHEREAS**, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

## SECTION I

### LETTING AND TERMS

**1.01 Premises.** Lessor hereby leases to the Lessee space as depicted on the attached Exhibit "A" for the operation of an office. The space is more fully described as follows:

**1.01.1** For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows:

(a) Office Area: "Main Terminal Suite 110 containing 192 square feet, more or less, of office space (as shown on Exhibit "A" attached hereto) at a rate of \$24 SqFt Per Year / \$4,608.00 Year / \$384.00 Month.

(b) Parking Area: "Parking Lot I – Jerry Ware Bullpen" containing 13,800 square feet, more or less, of parking space (as shown on Exhibit "B" attached hereto) at a rate of \$1,392.00 Year / \$116.00 / Month. This parking area is temporary and can be removed from this lease, at the end of any month by written notification

from lessee.

**1.01.2 Terms**. This agreement shall become effective October 1st, 2019, and shall be a month-to-month lease subject to adjustment of rental described in Section 1.05.

**1.01.3 Rentals**. Lessee covenants and agrees to pay to Lessor rental as described in paragraph 1.01.1 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the office space, its use or occupancy.

**1.04 Due Date**. All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

**1.05 Adjustment of Rental**. Commencing on January 1, 2020, and at the expiration of each subsequent calendar year, the rental price may be adjusted to reflect current economic conditions, to include, but not limited to, existing rental rates in the area, cost of utilities, and other relevant factors.

**1.06 Taxes**. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

## SECTION II

### PROHIBITED USES

**2.01 Prohibited Uses**. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for (a) any non-aeronautically related use; (b) the sale of aircraft fuels, lubricants, or propellants; or (c) the operating of any public restaurant, cafeteria, kitchen stand, or game machines.

**2.02 Fueling Facility**. LESSEE may not install and operate its own fueling facility for any purpose. LESSEE shall not sell fuel to the public or operate a fueling operation as a fixed base operator in competition with LESSOR or any other fixed base operator approved by the LESSOR.

### SECTION III

#### UTILITIES

**3.01** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities.

### SECTION IV

#### CONDITION, MAINTENANCE, AND SURRENDER

**4.01 Lessor's Responsibilities**. Lessor shall, at its expense and risk, maintain the roof, foundation, heat and air conditioning, exterior walls and weight-bearing interior walls, the exterior walls (excluding windows, window glass, plate glass, and doors leading into the exclusive space), and reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the building. Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

**4.02 Lessee's Responsibilities**. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, windows, window glass, plate glass, doors, light fixtures, and shall be responsible for painting and repairing the exclusive space. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. **Lessee shall, at its own expense, change and replace, on a monthly basis, the HVAC filters.** Lessee shall maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

**4.03 Janitorial Service**. Lessee shall provide its own janitorial service as needed.

**4.04 Alterations**. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Manager of Lessor. Lessor acknowledges lessee desires to install a sign above the leased space.

**4.05 Condition and Surrender**. By execution of this lease agreement, Lessee acknowledges that it

has inspected the leased premises, including the common area, and accepts the same in an "as is" condition. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

## SECTION V

**5.01 Hold Harmless Covenant.** Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

## SECTION VI

### DEFAULT

**6.01 Events of Default.** If Lessee shall allow the rent to be in arrears more than fifteen (15) days after written notice of such delinquency, or is in default under any other condition of this lease for a period of fifteen (15) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

If at any time, Lessor determines Lessee's business operations negatively impacts the commercial airlines enplanements or operations, Lessor will notify Lessee in writing of negative impacts. Lessee will have 15 days to correct the acts causing the impacts. If corrections are not or cannot be made, such impacts shall be deemed to be an event of default by Lessee under this lease.

**6.02 Remedies.** Upon the occurrence of any event of default specified in Section 6.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this lease in which event Lessee shall immediately surrender the premises

to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.

(b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term

over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

## **SECTION VII**

### **CANCELLATION BY LESSEE**

**7.01** Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than twenty (20) days written notice to Lessor of its interest to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

## **SECTION VIII**

### **ASSIGNMENT OR SUBLEASE**

**8.01** Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

## **SECTION IX**

### **RIGHT OF ENTRY**

**9.01** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall provide Lessee reasonable advanced notice except in the case of an emergency.

**SECTION X**  
**STANDARD ASSURANCES**

**10.01** Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

**10.02 Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

**10.03 Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

**10.04 Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

**10.05** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**SECTION XI****NOTICES**

**11.01** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT MANAGER**  
**Jack Brooks Regional Airport**  
**5000 Jerry Ware Drive**  
**Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**ASL Airport Shuttle & Limousine**  
**Mailing:**  
**P.O. Box 12691**  
**Beaumont, TX 77726**

**1 Tel. 409.721.9636**  
**2 Tel. 409.284.0753**  
**Email 1: m.labrie@yahoo.com**

or to such other addresses as the parties may designate to each other in writing from time to time.

**JEFFERSON COUNTY, TEXAS LESSOR**

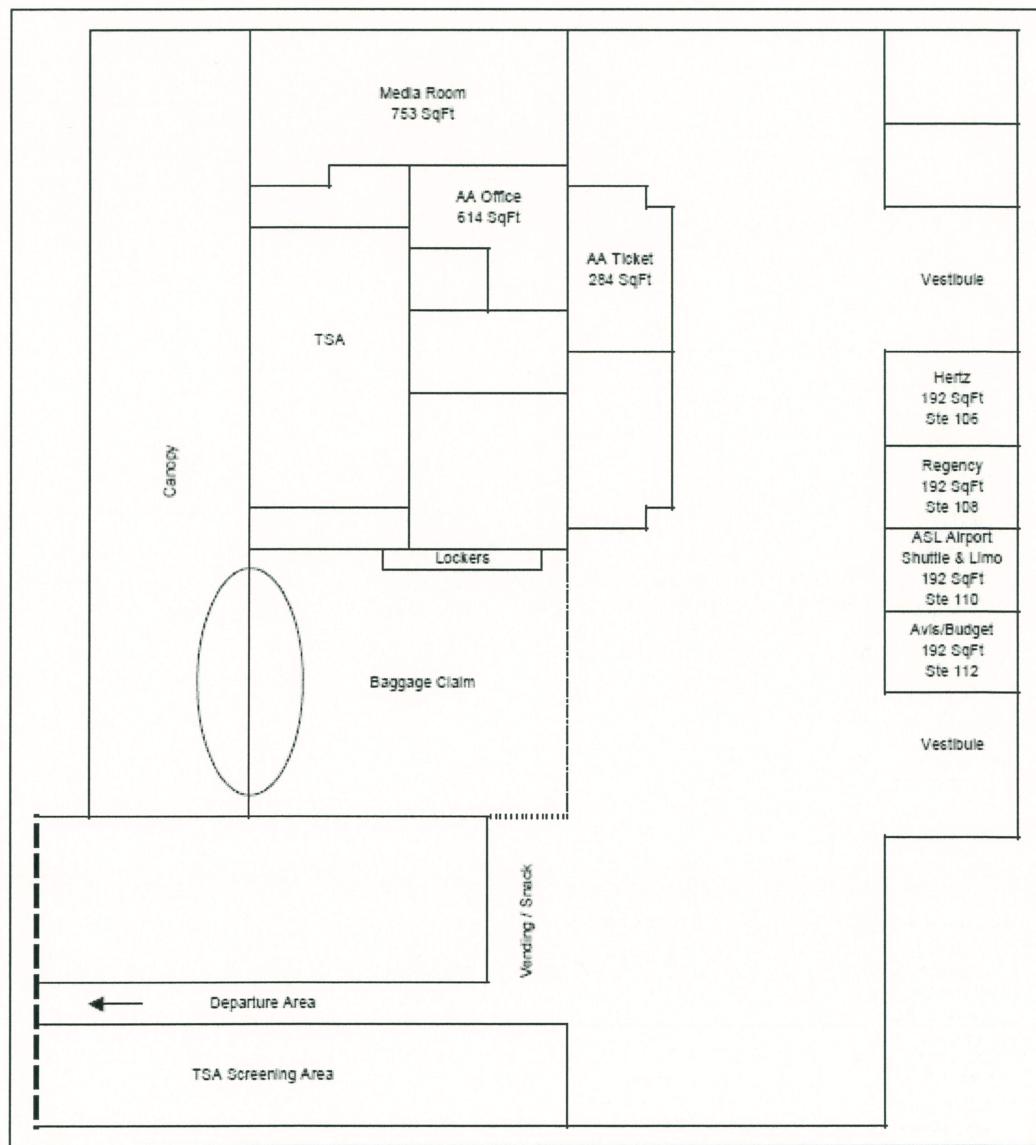
**BY:** \_\_\_\_\_

**Jeff Branick**  
**County Judge, Jefferson County**

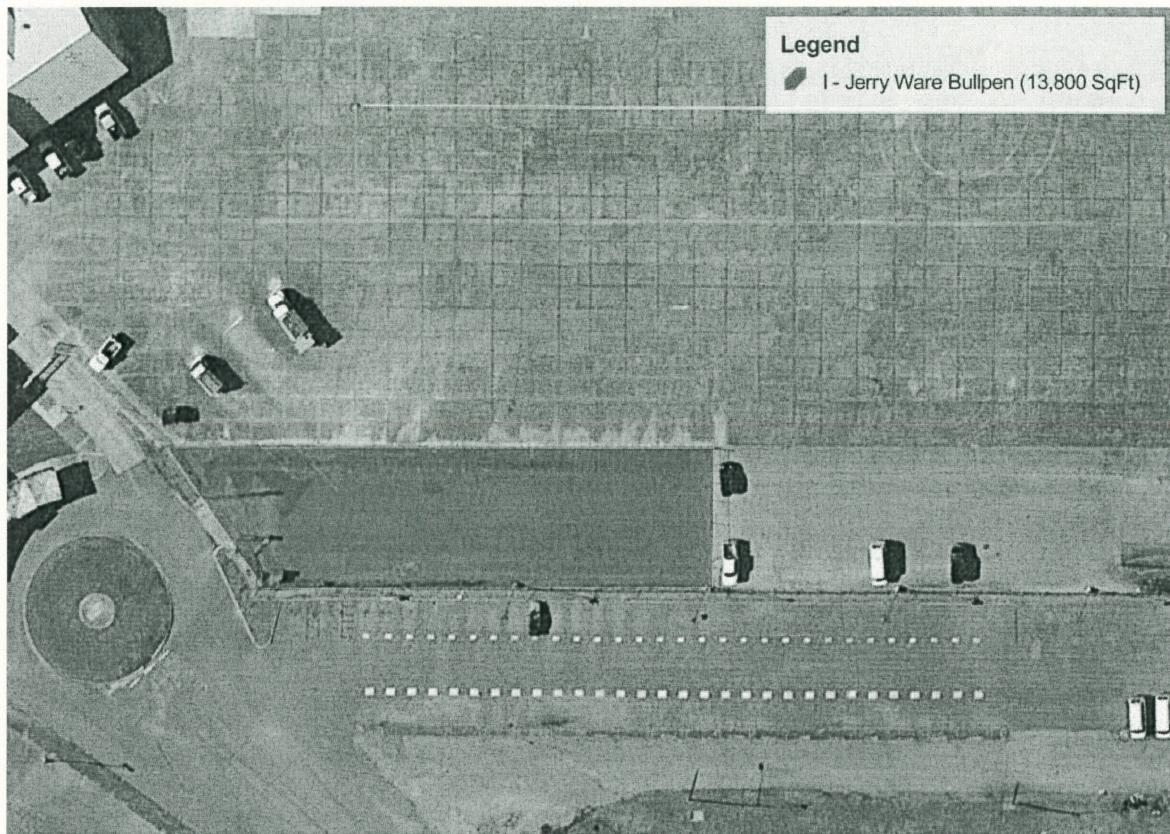
**LESSEE**

**BY:** \_\_\_\_\_

**Michael LaBrie**  
**ASL Airport Shuttle & Limousine**

**Exhibit "A": Approximate Location Leased Premises – "Office"**

**Exhibit "B": Approximate Location Leased Premises – "Parking"**





## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103  
Beaumont, TX 77701  
(409) 835-8411

Charlie Porter  
Chief of Law Enforcement  
cporter@co.jefferson.tx.us

John Shauberger  
Chief of Corrections  
jshauberger@co.jefferson.tx.us

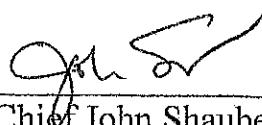
TO: Fran Lee  
Jefferson County Auditing Department

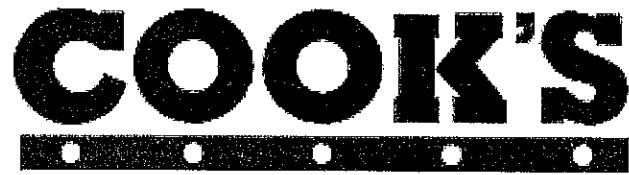
FROM: Chief John Shauberger  
Jefferson County Sheriff's Department

RE: Transfer Funds

DATE: October 17, 2019

Please transfer \$10,312 from budget account 120-3062-423-40-11 (Equipment-Miscellaneous) to budget account 120-3062-423-60-18 (Power Tools & Appliances). This is for the purchase of a tray assembly table to prepare inmate meals at the Correctional Facility.

  
\_\_\_\_\_  
Chief John Shauberger



10/09/2019

10092

## Quote

Project: Jefferson County TX/Tray Assembly

From: Cook's Correctional  
 Craig Ferraro  
 27725 Diehl Rd.  
 Warrenville, IL 60555  
 800-956-5571 E.112 (Contact)  
 cferraro@cooksdirect.com

Job Reference Number: 9741

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>TRAY ASSEMBLY</b>  Cook's GC100 Cook's GC-100 Tray Assembly Conveyors. Each Provided With 2-Hot Food Wells and 2-Cold Food Wells(No Refrigeration). Bolted Field Joints.	\$9,686.29	\$9,686.29
			Freight: \$625.00	\$625.00
			Extended Total:	\$10,311.29
			Total	\$10,311.29

Prices Good Until: 08/04/2019

\*\*PRICING DOES NOT INCLUDE ANY APPLICABLE SALES TAX. IF TAX EXEMPT, PLEASE PROVIDE CERTIFICATE\*\*

Returned equipment may be subject to manufacturer restock fee.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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

Project Grand Total: \$10,311.29

Initial: \_\_\_\_\_  
Page 1 of 1

Consider and approve FY 2019 budget amendment for additional funding for Capital Projects  
and Workers' Compensation claims

DEPARTMENT	Account Number	Description	Increase	Decrease
TRANSFERS OUT	120 0000 491 80 6	TRANSFERS OUT - CAPITAL PROJ	3,000,000.00	
GENERAL SERVICES	120 1024 419 20 4	WORKERS' COMPENSATION	500,000.00	
ROAD & BRIDGE PCT 4	114 402 431 10 28	LABORERS		80,000.00
TRANSFERS OUT	120 0000 491 80 01	TRANSFERS OUT - AIRPORT		333,704.00
TRANSFERS OUT	120 0000 491 80 26	TRANSFERS OUT - SETEC 550		277,785.00
TAX OFFICE	120 1011 415 10 2	ASSISTANTS & CLERKS		118,099.00
COUNTY CLERK	120 1014 414 10 2	ASSISTANTS & CLERKS		93,105.00
GENERAL SERVICES	120 1024 419 10 96	VACATION PAY		90,359.00
DISTRICT ATTORNEY	120 2030 412 10 24	ATTORNEY		115,726.00
SHERIFF	120 3059 421 10 2	ASSISTANTS & CLERKS		97,717.00
SHERIFF	120 3059 421 10 43	DEPUTIES		270,316.00
SHERIFF	120 3059 421 20 2	EMPLOYEES' RETIREMENT		90,000.00
SHERIFF	120 3059 421 20 3	EMPLOYEES' INSURANCE		180,621.00
JAIL	120 3062 423 10 2	ASSISTANTS & CLERKS		117,679.00
JAIL	120 3062 423 10 44	DETENTION OFFICERS		521,635.00
JAIL	120 3062 423 10 45	SERGEANT		95,783.00
JAIL	120 3062 423 10 72	MAINTENANCE CREW		109,244.00
JAIL	120 3062 423 20 1	F.I.C.A. EXPENSE		110,875.00
JAIL	120 3062 423 20 2	EMPLOYEES' RETIREMENT		180,000.00
JAIL	120 3062 423 20 3	EMPLOYEES' INSURANCE		101,522.00
JUVENILE PROBATION	120 3063 424 10 2	ASSISTANTS & CLERKS		214,130.00
JUVENILE DETENTION	120 3064 424 10 2	ASSISTANTS & CLERKS		140,711.00
CONTINGENCY	120 9999 415 10 99	CONTINGENCY		160,989.00
		TOTAL	\$ 3,500,000.00	\$ 3,500,000.00
COUNT	23			

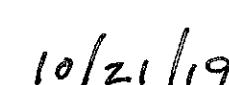
Consider and approve FY 2019 budget transfer for payroll accrual for 60% of 10/18/19 payroll  
and other year end accruals

DEPARTMENT	Account Number	Description	Increase	Decrease
JURY	110 2027 412 10	2 ASSISTANTS & CLERKS	209.00	
JURY	110 2027 412 10	7 COURT REPORTER	317.00	
JURY	110 2027 412 30	78 OFFICE SUPPLIES		526.00
HUMAN RESOURCES	120 1012 415 50	77 CONTRACTUAL SERVICES	400.00	
HUMAN RESOURCES	120 1012 415 40	11 EQUIPMENT - MISC		400.00
RISK MANAGEMENT	120 1016 415 10	2 ASSISTANTS & CLERKS	689.00	
CONTINGENCY	120 9999 415 99	99 CONTINGENCY		689.00
TREASURER	120 1017 415 10	2 ASSISTANTS & CLERKS	538.00	
TREASURER	120 1017 415 20	1 FICA		538.00
136TH DISTRICT COURT	120 2035 412 10	1 DEPARTMENT HEAD	70.00	
136TH DISTRICT COURT	120 2035 412 10	2 ASSISTANTS & CLERKS	209.00	
136TH DISTRICT COURT	120 2035 412 10	7 COURT REPORTER	317.00	
136TH DISTRICT COURT	120 2035 412 10	42 BAILIFF	165.00	
136TH DISTRICT COURT	120 2035 412 30	78 OFFICE SUPPLIES	23.00	
136TH DISTRICT COURT	120 2035 412 20	3 EMPLOYEES' INSURANCE		784.00
JP PCT 1, PL 1	120 2041 412 20	2 EMPLOYEES' RETIREMENT	181.00	
JP PCT 1, PL 1	120 2041 412 10	98 OVERTIME		181.00
COUNTY COURT AT LAW III	120 2053 412 20	1 FICA	63.00	
COUNTY COURT AT LAW III	120 2053 412 20	2 EMPLOYEES' RETIREMENT	367.00	
COUNTY COURT AT LAW III	120 2053 412 10	2 ASSISTANTS & CLERKS		430.00
COURT MASTER	120 2055 412 10	2 ASSISTANTS & CLERKS	9.00	
COURT MASTER	120 2055 412 10	7 COURT REPORTER	145.00	
COURT MASTER	120 2055 412 20	1 FICA		154.00
NURSE PRACTITIONER	120 5076 441 10	35 NURSE	521.00	
NURSE PRACTITIONER	120 5076 441 30	49 PHARMACEUTICAL SUPPLIES		521.00
BEAUMONT MAINTENANCE	120 6083 416 50	77 CONTRACTUAL SERVICES	2,795.00	
BEAUMONT MAINTENANCE	120 6083 416 40	9 BUILDINGS & GROUNDS		2,795.00
		TOTAL	\$ 7,018.00	\$ 7,018.00
COUNT	27			

Texas Department of Family  
and Protective Services

**Budget for Title IV-E  
County Legal Services Contract**

K909-Form 2030CLIVE  
July 29, 2019

<b>Summary</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2019-9/30/2020</b>	
<b>Cost Category</b>	<b>Estimated Total Expenses Allocable to Title IV-E</b>	<b>Total Anticipated Federal Reimbursement*</b>	<b>Total Anticipated County Match</b>
<b>A. Administration</b>			
A.1. Direct Personnel Salaries	\$275,728.15	\$43,427.18	\$232,300.97
A.2. Direct Personnel Fringe Benefits	\$126,786.72	\$19,968.91	\$106,817.81
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$3,365.00	\$529.99	\$2,835.01
A.5. Direct Equipment	\$16,400.00	\$2,583.00	\$13,817.00
A.6. Direct Other Costs	\$230,595.81	\$36,318.84	\$194,276.97
<b>Total Administration</b>	<b>\$652,875.68</b>	<b>\$102,827.92</b>	<b>\$550,047.76</b>
<b>B. Training</b>			
B.1. Title IV-E Training (75%)	\$19,650.00	\$4,642.31	\$15,007.69
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
<b>Total Training</b>	<b>\$19,650.00</b>	<b>\$4,642.31</b>	<b>\$15,007.69</b>
<b>C. Indirect Costs (if applicable)</b>			
<b>Total Indirect Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$672,525.68</b>	<b>\$107,470.23</b>	<b>\$565,055.45</b>
<b>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:</b>			<b>31.500%</b>
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
<b>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</b>			<b>0.000%</b>
 <b>Contractor Certification</b>  <b>Date</b>			
<b>Jeff Branick, County Judge</b> <b>Printed Name &amp; Title</b>			

**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>						
<b>A.1. Direct Personnel Salaries</b>						
<b>County:</b> <u>Jefferson</u>						
<b>Agency Account ID:</b> <u>24723895</u>						
<b>Budget Effective Date:</b> <u>10/1/2019-9/30/2020</u>						
Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Chief Assistant District Attorney-King	\$10,899.40	100%	12	\$130,792.80	\$20,599.87	\$110,192.93
Assistant District Attorney-Nelson	\$8,729.51	10%	12	\$10,475.41	\$1,649.88	\$8,825.53
Assistant District Attorney-Ramos	\$5,639.78	50%	12	\$33,838.68	\$5,329.59	\$28,509.09
Senior Secretary-Jones	\$4,014.45	10%	12	\$4,817.34	\$758.73	\$4,058.61
Senior Secretary-Harrison	\$4,083.06	100%	12	\$48,996.72	\$7,716.98	\$41,279.74
Senior Secretary-Chance	\$3,864.70	10%	12	\$4,637.64	\$730.43	\$3,907.21
Senior Secretary-Albanese	\$3,514.13	100%	12	\$42,169.56	\$6,641.71	\$35,527.85
<b>Total Direct Personnel Salaries</b>				\$275,728.15	\$43,427.18	\$232,300.97

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

**Budget for Title IV-E  
County Legal Services Contract**

K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>			
<b>A.2. Direct Personnel Fringe Benefits</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2019-9/30/2020</b>	
<b>Type of Fringe Benefits</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Retirement	\$54,814.76	\$8,633.32	\$46,181.44
FICA	\$17,095.15	\$2,692.49	\$14,402.66
Medicare	\$3,998.06	\$629.69	\$3,368.37
Health Insurance	\$49,477.83	\$7,792.76	\$41,685.07
Life Insurance	\$460.35	\$72.51	\$387.84
Dental Insurance	\$940.57	\$148.14	\$792.43
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Fringe Benefits</b>	<b>\$126,786.72</b>	<b>\$19,968.91</b>	<b>\$106,817.81</b>

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

**Budget for Title IV-E  
County Legal Services Contract**

K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>			
<b>A.3. Direct Personnel Travel</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		24723895	
<b>Budget Effective Date:</b>		10/1/2019-9/30/2020	
<b>Type of Travel Expense</b> Note: only include travel <u>NOT</u> related to personnel training	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
None anticipated at this time		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

**Budget for Title IV-E  
County Legal Services Contract**

K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>			
<b>A.4. Direct Materials and Supplies</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2019-9/30/2020</b>	
<b>Materials and Supplies (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
White Mailing Envelopes	\$1,000.00	\$157.50	\$842.50
Manilla Folders - 8 1/2" X 11" Size	\$15.00	\$2.36	\$12.64
Green 3" Pressboard Folders (90% IV-E Eligible)	\$600.00	\$94.50	\$505.50
Ink Toner Cartridges for Printers (90% IV-E Eligible)	\$1,500.00	\$236.25	\$1,263.75
Sharpie Marks-A-Lot Pens	\$40.00	\$6.30	\$33.70
Post-It Tabs	\$150.00	\$23.63	\$126.38
Scotch Tape	\$30.00	\$4.73	\$25.28
Pens	\$30.00	\$4.73	\$25.28
<b>Total Direct Materials and Supplies</b>	<b>\$3,365.00</b>	<b>\$529.99</b>	<b>\$2,835.01</b>

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

**Budget for Title IV-E  
County Legal Services Contract**

K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b> <b>A.5. Direct Equipment</b>				
<b>County:</b> <u>Jefferson</u>				
<b>Agency Account ID:</b> <u>24723895</u>				
<b>Budget Effective Date:</b> <u>10/1/2019-9/30/2020</u>				
<b>Equipment (description)</b>	<b>Method Used (rent/lease/ purchase)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Computer Laser Jet Printer	Purchase	\$4,800.00	\$756.00	\$4,044.00
Computer Monitor	Purchase	\$1,600.00	\$252.00	\$1,348.00
Computer & Accessories with Softw	Purchase	\$10,000.00	\$1,575.00	\$8,425.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total Direct Equipment</b>		<b>\$16,400.00</b>	<b>\$2,583.00</b>	<b>\$13,817.00</b>

\*estimated total cost for Title IV-E related activities

Texas Department of Family  
and Protective Services

**Budget for Title IV-E  
County Legal Services Contract**

K909-Form 2030CLIVE  
July 24, 2018

Administration			
A.6. Direct Other Costs			
County:		Jefferson	
Agency Account ID:		24723895	
Budget Effective Date:		10/1/2019-9/30/2020	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Postage	\$29,945.81	\$4,716.47	\$25,229.34
Software licenses	\$650.00	\$102.38	\$547.63
Attorney Fees for Foster Care Representation	\$200,000.00	\$31,500.00	\$168,500.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Other Costs</b>	<b>\$230,595.81</b>	<b>\$36,318.84</b>	<b>\$194,276.97</b>

\*estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Legal Services Contract**

**B. Training**

**B.1. Title IV-E Training (75%)**

**County:** Jefferson

**Agency Account ID:** 24723895

**Budget Effective Date:** 10/1/2019-9/30/2020

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children	\$600.00	\$2,000.00	\$1,000.00	\$1,200.00	\$4,800.00	2	\$9,600.00	\$2,268.00	\$7,332.00
TDCAA Conference Update (30% IV-E Eligible)	\$400.00	\$2,000.00	\$650.00	\$600.00	\$3,650.00	2	\$7,300.00	\$1,724.63	\$5,575.38
Texas Advanced Family Law Conference	\$700.00	\$1,000.00	\$450.00	\$600.00	\$2,750.00	1	\$2,750.00	\$649.69	\$2,100.31
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
<b>Total Training</b>							\$19,650.00	\$4,642.31	\$15,007.69

\*estimated amount allocable to Title IV-E

Budget for Title IV-E  
County Legal Services Contract

## B. Training

## B.2. Title IV-E Fostering Connections Training (75%)

County: Jefferson

Agency Account ID: 24723895

Budget Effective Date: 10/1/2019-9/30/2020

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
<b>Total Training</b>							\$0.00	\$0.00	\$0.00

\*estimated amount allocable to Title IV-E

Budget for Title IV-E  
County Legal Services Contract

## B. Training

## B.3. Non-Title IV-E Training (50%)

County: JeffersonAgency Account ID: 24723895Budget Effective Date: 10/1/2019-9/30/2020

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
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NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.

					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
<b>Total Training</b>							\$0.00	\$0.00	\$0.00

\*estimated amount allocable to Title IV-E

**Budget for Title IV-E  
County Legal Services Contract**

<b>Budget Narrative</b>	
<b>County:</b>	<b>Jefferson</b>
<b>Contract Number:</b>	<b>24723895</b>
<b>Budget Effective Date:</b>	<b>10/1/2019-9/30/2020</b>

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. <http://www.dfps.s>

**A. Administration**

**A.1. Direct Personnel Salaries**

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS>Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS>Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Laura Ramos: Ms. Ramos represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. Ramos provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 50% of time is allocable to CPS>Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

**Budget for Title IV-E  
County Legal Services Contract**

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Grace Nichols, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Johanna Harrison: Ms. Harrison provides clerical assistance to Ms. King including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Chelsea Chance: Ms. Chance provides clerical assistance to Ms. King in addition to when Ms. Harrison including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michael Morgan, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

**A.2. Direct Personnel Fringe Benefits**

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ◆ FICA at 6.20% of gross salary per month (all employees)
- ◆ Medicare at 1.45% of gross salary per month (all employees)
- ◆ Retirement at 19.88% of gross salary per month (all employees)
- ◆ Health insurance (per \*pay period):
  - o R. King, B. Jones – Family Coverage at \$683.64
  - o C. Chance – Employee & Spouse Coverage at \$611.94
  - o B. Albanese – Employee & Child Coverage at \$553.42
  - o J. Nelson, J. Harrison, L. Ramos - Single Coverage at \$335.24

**Budget for Title IV-E  
County Legal Services Contract**

- ♦ Dental insurance at \$9.52 per person per \*pay period (all employees)
- ♦ Life insurance (varies according to age and gross salary) per \*pay period:
  - o B. Jones – estimated \$3.47
  - o J. Harrison – estimated \$3.47
  - o J. Nelson – estimated \$7.02
  - o R. King – estimated \$7.39
  - o C. Chance – estimated \$3.32
  - o B. Albanese – estimated \$3.03
  - o L. Ramos – estimated \$4.87

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

**A.3. Direct Personnel Travel**

None anticipated at this time.

**A.4. Direct Materials and Supplies**

- ♦ Ink toner used for printing of CPS case documents and communications.
- ♦ Folders used to store and file documentation related to CPS cases.
- ♦ White envelopes used to send and receive documentation related to CPS cases.
- ♦ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ♦ Post-It Tabs for separating documents in case files maintained.
- ♦ Scotch tape.
- ♦ Pens.
- ♦ Manilla File Folders used for filing CPS case documents.

**A.5. Direct Equipment**

- ♦ Monitor to replace obsolete equipment.
- ♦ Printer to replace obsolete equipment.
- ♦ Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

**A.6. Direct Other Costs**

- ♦ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$2,000 per month.
- ♦ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ♦ Software licensing for computer anti-virus software used to protect all CPS computers.
- ♦ Court appointed attorney fees for parents and children represented in the Texas foster care system and costs incurred to carry out the proper and efficient administration of the state plan.

***B. Training***

**Budget for Title IV-E  
County Legal Services Contract****B.1. Title IV-E Training (75%)**

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

**B.2. Title IV-E Fostering Connections Training (75%)**

None anticipated at this time.

**B.3. Non-Title IV-E Training (50%)**

None anticipated at this time.

***C. Indirect Costs (if applicable)***

None anticipated at this time.

JEFFERSON COUNTY, TEXAS

**FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY**

For the Month Ending September 30, 2019 (Unadjusted)



Patrick Swain - County Auditor

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

October 16, 2019

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30, 2019 (unadjusted) together with the results of operations of the budget for the twelfth period then ended.

**Revenue:**

Total budgeted revenue collected for the twelve months ending September 30, 2019 (unadjusted) is \$128,184,389. Budgeted Revenues are \$123,459,183 resulting in \$4,725,206 in additional revenue collected above our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$82,815,041 for the twelve months of the year. This amount represents 98.5% of the budgeted amount of \$84,107,182.

**Sales Taxes:**

Revenues from Sales taxes have exceeded the budgeted amount of \$24,650,000 by \$3,256,051.

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**Licenses & Permits:**

Revenue from Licenses & Permits have exceeded the budgeted amount of \$420,850 by \$290,265.

**Intergovernmental:**

Ninety-seven percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,238,611.

**Fees:**

Revenue from Fees have exceeded the budgeted amount of \$10,873,040 by \$1,628,985.

**Fines and Forfeitures:**

Ninety-five percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,750,000.

**Interest:**

Revenues from Interest have exceeded the budgeted amount of \$392,500 by \$971,020.

**Other Revenues:**

Revenues from Other Revenues have exceeded the budgeted amount of \$27,000 by \$4,140.

**Expenditures:**

Overall for the County's budgeted funds, ninety-two percent of the expenditures have been spent.

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Expenditures are budgeted to be \$131,665,824, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,690,464 for the fiscal year ending September 30, 2019.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Swain".

Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE MONTH ENDING SEPTEMBER 30, 2019 (UNADJUSTED)  
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Jefferson County, Texas  
 Consolidated Balance Sheet  
 For the Month Ending September 30, 2019 (Unadjusted)

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<b><u>ASSETS</u></b>							
Cash and Cash Equivalents	\$ 59,006,182	20,213,318	13,415,175	505,287	(1,486,391)	(1,703,004)	\$ 89,950,567
Receivables & Prepays	6,511,886	2,319	-	117,922	71,257	(1,655)	6,701,729
Intergovernmental Receivables	4,126,657	-	-	-	-	-	4,126,657
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	549,456	63,288	-	-	145,733	-	758,477
Other Assets	-	-	-	-	80,077,482	-	80,077,482
<b>Total Assets</b>	<b>\$ 70,344,181</b>	<b>\$ 20,278,925</b>	<b>\$ 13,415,175</b>	<b>\$ 623,209</b>	<b>\$ 78,808,081</b>	<b>\$ (1,704,659)</b>	<b>\$ 181,764,912</b>
<b><u>LIABILITIES AND FUND BALANCE/EQUITY</u></b>							
Payables	\$ 5,072,141	639,137	-	-	984,369	1,806,043	\$ 8,501,690
Intergovernmental Payables	360	-	-	-	51	-	411
Other Liabilities	9,284,640	782,638	-	104,141	721,318	-	10,892,737
Fund Balance/Equity	<u>55,987,040</u>	<u>18,857,150</u>	<u>13,415,175</u>	<u>519,068</u>	<u>77,102,343</u>	<u>(3,510,702)</u>	<u>162,370,074</u>
<b>Total Liabilities and Fund Balance/Equity</b>	<b>\$ 70,344,181</b>	<b>\$ 20,278,925</b>	<b>\$ 13,415,175</b>	<b>\$ 623,209</b>	<b>\$ 78,808,081</b>	<b>\$ (1,704,659)</b>	<b>\$ 181,764,912</b>

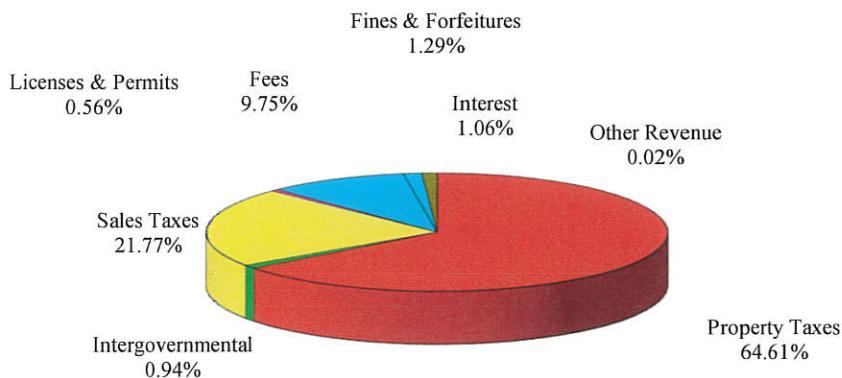
Jefferson County, Texas  
 Statement of Changes in Fund Balances  
 For The Month Ending September 30, 2019 (Unadjusted)

	8/31/2019	Month Ending September 30, 2019				9/30/2019
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 223,231	\$ 6,432	36,523	\$ -	\$ -	\$ 193,140
Road & Bridge Pct. 1	4,046,857	62,037	255,330	-	-	3,853,564
Road & Bridge Pct. 2	988,387	57,235	147,548	-	-	898,074
Road & Bridge Pct. 3	794,922	52,676	176,770	-	-	670,828
Road & Bridge Pct. 4	3,418,627	64,016	122,437	-	-	3,360,206
Engineering Fund	154,413	2,163	71,005	-	-	85,571
Parks & Recreation	146,327	5,446	11,262	-	-	140,511
General Fund	49,960,274	3,462,022	10,273,551	(624,338)	-	42,524,407
Mosquito Control Fund	862,410	3,704	104,556	-	-	761,558
Tobacco Settlement Fund	3,494,479	4,702	-	-	-	3,499,181
 Total General Funds	 64,089,927	 3,720,433	 11,198,982	 (624,338)	 -	 55,987,040
 Total Special Revenue Funds	 18,228,023	 1,715,085	 1,458,702	 372,744	 -	 18,857,150
 Total Capital Project Funds	 13,080,215	 1,377,977	 1,043,017	 -	 -	 13,415,175
 Total Debt Service Funds	 508,194	 10,874	 -	 -	 -	 519,068
 Total Enterprise Funds	 77,078,616	 268,931	 496,798	 251,594	 -	 77,102,343
 Total Internal Service Funds	 (5,046,175)	 2,972,665	 1,437,192	 -	 -	 (3,510,702)
 Total Balances	 \$ 167,938,800	 \$ 10,065,965	 \$ 15,634,691	 \$ -	 \$ -	 \$ 162,370,074

Jefferson County Texas  
 Statement of Revenues by Category - Compared with Budget Allocation  
 For The Month Ending September 30, 2019 (Unadjusted)

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 82,815,041	\$ 84,107,182	\$ 1,292,141	1.54%
Sales Taxes	27,906,051	24,650,000	(3,256,051)	-13.21%
Licenses & Permits	711,115	420,850	(290,265)	-68.97%
Intergovernmental	1,198,380	1,238,611	40,231	3.25%
Fees	12,502,025	10,873,040	(1,628,985)	-14.98%
Fines & Forfeitures	1,657,117	1,750,000	92,883	5.31%
Interest	1,363,520	392,500	(971,020)	-247.39%
Other Revenue	31,140	27,000	(4,140)	-15.33%
	<u>\$ 128,184,389</u>	<u>\$ 123,459,183</u>	<u>\$ (4,725,206)</u>	<u>-3.83%</u>

**Revenues by Major Category**  
 For The Month Ending  
 September 30, 2019 (Unadjusted)



## Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation  
For The Month Ending September 30, 2019 (Unadjusted)

	October 2018												Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March	April	May	June	July	August	September					
Jury Fund															
Current Taxes	\$ 21,880	\$ 75,093	\$ 23,914	\$ 1,209	\$ 781	\$ 543	\$ 553	\$ 491	\$ 212	\$ 88	\$ 124,764	\$ 126,936	\$ 1,731	2,172	
Delinquent Taxes	483	159	160	106	159	156	(13)	251	174	156	1,791		1,731	(60)	
Jury Fees	10,796	3,552	4,777	4,281	6,187	5,867	5,553	5,603	5,575	6,074	58,265		50,000	(8,265)	
Other Revenue	20,332	-	90	-	34,374	68	59,227	-	260	114	114,465		200,000	85,535	
Road & Bridge Pct. 1															
Current Taxes	104,573	358,888	114,294	5,774	3,734	2,596	2,641	2,347	1,011	419	596,277		606,663	10,386	
Delinquent Taxes	2,030	671	673	447	668	657	(56)	1,057	731	654	7,532		7,281	(251)	
Intergovernmental Revenue	-	-	772	-	-	-	-	-	-	-	772		-	(772)	
Auto Registration Fees	-	79,803	-	-	-	-	546,141	-	-	-	625,944		617,280	(8,664)	
Road & Bridge Fees	119,634	37,530	49,202	50,003	46,023	54,494	44,071	41,985	52,813	36,692	532,447		559,410	26,963	
Sales, Rentals & Services	-	-	-	-	290	-	-	-	-	400	690		-	(690)	
Fines and Forfeitures	45,458	18,158	21,806	27,113	27,304	23,212	22,193	19,370	21,365	23,872	249,851		244,340	(5,511)	
Road & Bridge Pct. 2															
Current Taxes	97,092	333,213	106,117	5,361	3,467	2,410	2,452	2,179	939	389	553,619		563,262	9,643	
Delinquent Taxes	1,908	631	632	420	628	617	(53)	994	687	615	7,079		6,844	(235)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		-	-	
Auto Registration Fees	-	74,927	-	-	-	-	512,804	-	-	-	587,731		573,120	(14,611)	
Road & Bridge Fees	111,076	34,845	45,682	46,425	42,764	50,596	40,918	38,982	49,035	34,067	494,390		519,390	25,000	
Sales, Rentals & Services	300	-	-	-	-	-	-	-	-	-	300		-	(300)	
Fines and Forfeitures	42,205	16,859	20,246	25,174	25,350	21,552	20,605	17,983	19,836	22,164	231,974		226,860	(5,114)	
Road & Bridge Pct. 3															
Current Taxes	89,367	306,702	97,674	4,935	3,191	2,218	2,257	2,006	864	358	509,572		518,447	8,875	
Delinquent Taxes	1,741	575	577	383	573	563	(48)	907	627	561	6,459		6,246	(213)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		-	-	
Auto Registration Fees	-	68,199	-	-	-	-	466,726	-	-	-	534,925		527,520	(7,405)	
Road & Bridge Fees	102,238	32,072	42,048	42,731	39,298	46,570	37,663	35,880	45,134	31,356	454,990		478,065	23,075	
Sales, Rentals & Services	588	-	-	-	-	-	-	-	-	-	588		-	(588)	
Fines and Forfeitures	38,848	15,518	18,635	23,172	23,334	19,838	18,966	16,553	18,258	20,401	213,523		208,810	(4,713)	
Road & Bridge Pct. 4															
Current Taxes	115,551	396,563	126,292	6,380	4,126	2,868	2,918	2,593	1,117	463	658,871		670,348	11,477	
Delinquent Taxes	2,225	735	737	490	732	720	(61)	1,159	802	717	8,256		7,981	(275)	
Intergovernmental Revenue	-	-	-	-	-	-	-	6,454	4,476	-	10,930		1,200	(9,730)	
Auto Registration Fees	-	87,347	-	-	-	-	597,740	-	-	-	685,087		682,080	(3,007)	
Road & Bridge Fees	132,193	41,469	54,367	55,251	50,855	60,215	48,698	46,393	58,358	40,543	588,342		618,135	29,793	
Sales, Rentals & Services	2,348	(112)	(123)	6,718	1,100	3,038	1,859	91	1,100	(4,085)	11,934		-	(11,934)	
Fines and Forfeitures	50,229	20,064	24,095	29,959	30,169	25,649	24,522	21,403	23,606	26,378	276,074		269,990	(6,084)	
Other Revenue	-	-	-	-	-	-	-	-	-	-	-		-	-	

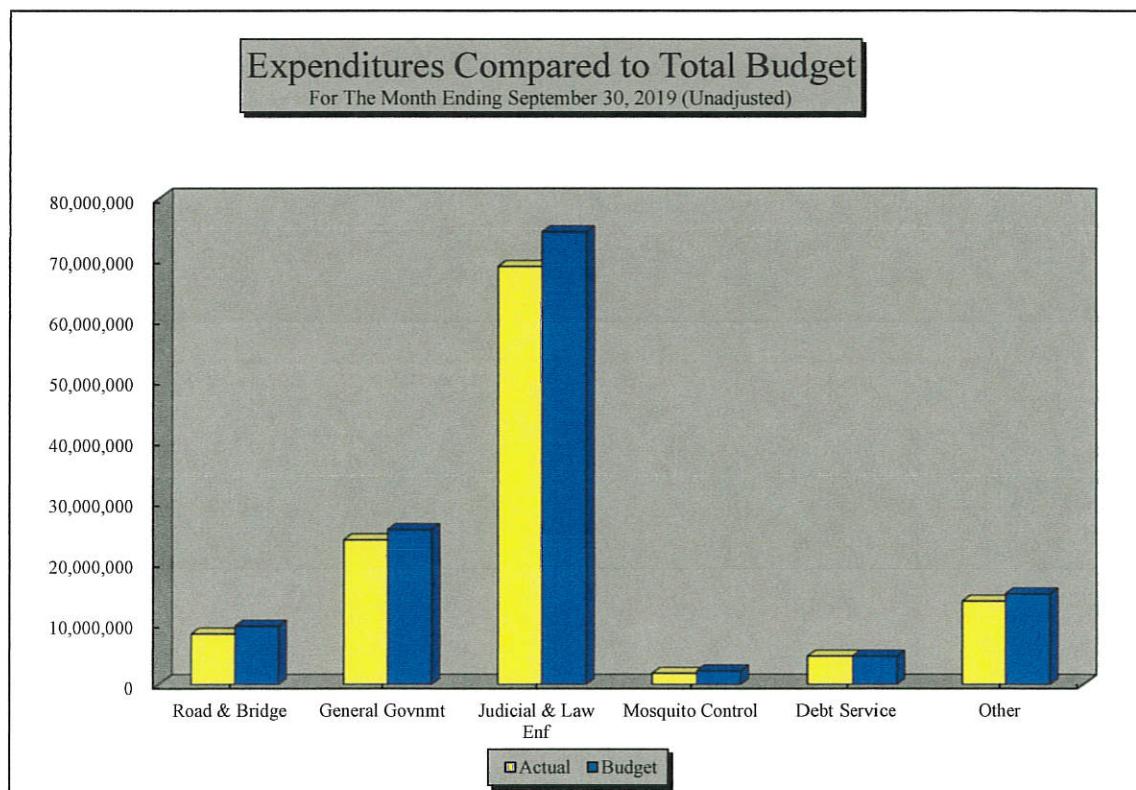
## Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation  
For The Month Ending September 30, 2019 (Unadjusted)

	October 2018												Cumulative Total	Annual Budget	Unrealized Balance	
	-December	January	February	March	April	May	June	July	August	September						
Engineering Fund																
Current Taxes	\$ 159,682	\$ 548,020	\$ 174,526	\$ 8,817	\$ 5,702	\$ 3,963	\$ 4,033	\$ 3,584	\$ 1,544	\$ 640	\$ 910,511	\$ 926,371	\$ 15,860			
Delinquent Taxes	3,172	1,048	1,051	698	1,044	1,026	(87)	1,652	1,143	1,023	11,770	11,378	(392)			
Licenses and Permits	-	-	1,400	-	1,520	-	1,900	1,300	-	100	6,220	800	(5,420)			
Sales, Rentals & Services	200	-	-	-	-	-	-	-	-	400	600	400	(200)			
Parks & Recreation																
Current Taxes	9,975	34,233	10,902	551	356	248	252	224	96	40	56,877	57,868	991			
Delinquent Taxes	164	54	54	36	54	53	(5)	85	59	53	607	588	(19)			
Sales, Rentals & Services	16,718	3,599	5,082	6,499	5,939	6,319	6,237	5,284	6,980	5,353	68,010	65,175	(2,835)			
General Fund																
Current Taxes	13,330,610	45,749,896	10,407,963	736,083	476,008	330,874	336,645	299,184	128,492	53,396	71,849,151	73,172,590	1,323,439			
Delinquent Taxes	271,738	89,792	90,034	59,829	89,425	87,887	(7,486)	141,496	97,899	87,588	1,008,202	974,562	(33,640)			
Sales Taxes	2,997,978	2,770,458	2,901,469	2,287,886	2,513,275	2,820,432	2,966,564	2,724,726	3,064,958	2,858,305	27,906,051	24,650,000	(3,256,051)			
Other Taxes	1,449	-	-	-	-	1,442	28,249	-	-	-	31,140	27,000	(4,140)			
Licenses and Permits	71,673	35,427	33,281	30,027	49,477	35,326	331,358	41,631	35,384	41,311	704,895	420,050	(284,845)			
Intergovernmental Revenue	126,721	8,275	105,496	28,769	397,305	47,389	123,645	25,389	136,373	72,851	1,072,213	1,037,411	(34,802)			
Fees of Office	953,371	278,450	433,542	361,120	351,488	373,237	373,905	396,764	370,774	404,164	4,296,815	4,008,165	(288,650)			
Other Sales, Rentals & Svcs.	1,289,762	532,812	419,652	(157,316)	95,650	1,102,353	258,461	(509,490)	716,972	(187,889)	3,560,967	2,174,300	(1,386,667)			
Fines & Forfeitures	111,090	49,936	37,025	61,677	58,274	94,955	114,304	53,924	54,143	50,367	685,695	800,000	114,305			
Interest	520,343	60,379	99,036	42,594	69,119	84,539	89,013	124,516	120,433	81,929	1,291,901	360,000	(931,901)			
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mosquito Control Fund																
Current Taxes	341,385	1,171,615	373,120	18,850	12,190	8,473	8,621	7,662	3,300	1,367	1,946,583	1,980,492	33,909			
Delinquent Taxes	7,249	2,396	2,402	1,596	2,386	2,345	(200)	3,775	2,612	2,337	26,898	26,000	(898)			
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tobacco Settlement Fund																
Interest	6,096	2,498	3,818	1,732	2,975	3,923	3,978	6,390	7,433	4,702	43,545	22,500	(21,045)			
Debt Service																
Current Taxes	780,540	2,678,769	853,097	43,100	27,871	19,374	19,712	17,518	7,544	3,126	4,450,651	4,384,205	(66,446)			
Delinquent Taxes	21,564	6,876	6,796	4,325	6,978	6,402	237	12,165	7,159	7,069	79,571	57,389	(22,182)			
Interest	1,991	2,501	4,770	2,188	3,787	5,023	5,206	877	1,052	679	28,074	10,000	(18,074)			
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	\$ 22,136,566	\$ 56,030,495	\$ 16,717,183	\$ 3,875,393	\$ 4,515,930	\$ 5,360,030	\$ 7,122,818	\$ 3,623,337	\$ 5,071,330	\$ 3,731,307	\$ 128,184,389	\$ 123,459,183	\$ (4,725,206)			

Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended  
 For The Month Ending September 30, 2019 (Unadjusted)

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 429,318	\$ 657,877	\$ 228,559	34.74%
Road & Bridge Funds	7,293,805	8,388,827	1,095,022	13.05%
Engineering Fund	974,918	1,063,911	88,993	8.36%
Parks & Recreation Fund	99,820	213,445	113,625	53.23%
 General Fund:				
General Government	23,886,515	25,590,527	1,704,012	6.66%
Judicial	18,598,429	19,977,438	1,379,009	6.90%
Law Enforcement	49,755,607	53,841,358	4,085,751	7.59%
Education	346,678	434,358	87,680	20.19%
Health & Welfare	8,450,999	8,733,559	282,560	3.24%
Maintenance	3,440,780	4,050,874	610,094	15.06%
Other	1,376,884	1,619,772	242,888	15.00%
 Mosquito Control Fund	1,837,748	2,254,070	416,322	18.47%
Tobacco Settlement	150,000	150,000	-	0.00%
Debt Service Funds	4,688,873	4,689,808	935	0.02%
 	 \$ <u>121,330,374</u>	 \$ <u>131,665,824</u>	 \$ <u>10,335,450</u>	 7.85%



## Jefferson County, Texas

## Statement of Expenditures - Compared With Budget Allocation

For The Month Ending September 30, 2019 (Unadjusted)

Jury Fund	October 2018												Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September	Encumbrances	429,318 \$	657,877 \$	228,559	
Road & Brdg Pct. 1	439,896	102,709	107,284	115,789	103,028	171,067	110,953	123,972	187,212	255,330	46,432	1,763,672	1,970,544	206,872	
Road & Brdg Pct. 2	772,969	115,185	117,349	175,235	80,851	186,676	147,250	205,726	138,139	147,548	70,000	2,156,928	2,241,040	84,112	
Road & Brdg Pct. 3	443,552	128,724	154,995	110,925	216,005	166,654	156,185	114,498	122,487	176,770	72,011	1,862,806	2,021,606	158,800	
Road & Brdg Pct. 4	348,594	110,333	73,048	108,718	135,767	150,217	102,544	138,901	130,150	122,437	89,690	1,510,399	2,155,637	645,238	
Engineering	255,482	77,787	75,423	75,699	75,472	114,280	77,890	74,748	76,259	71,005	873	974,918	1,063,911	88,993	
Parks & Recreation	17,421	6,892	11,046	6,299	5,070	3,019	5,095	13,218	14,620	11,262	5,878	99,820	213,445	113,625	
Tax Assessor/Coll.	1,104,057	297,786	294,017	292,578	294,733	439,595	292,573	294,546	290,571	288,006	4,136	3,892,598	4,169,897	277,299	
Human Resources	116,799	34,038	33,297	38,289	38,025	49,854	29,266	36,454	34,493	33,009	1,703	445,227	460,967	15,740	
County Auditor	409,892	108,207	111,817	114,275	112,096	168,329	110,580	115,258	112,175	110,798	2,164	1,475,591	1,573,079	97,488	
County Clerk	595,459	183,304	166,521	167,162	168,860	255,627	170,933	171,522	164,697	165,759	43,178	2,253,022	2,444,618	191,596	
County Judge	226,340	69,000	64,153	65,526	80,004	97,020	69,464	78,412	64,316	68,128	947	883,310	954,780	71,470	
Risk Management	71,924	20,955	20,207	20,701	21,305	30,055	20,442	20,376	20,210	20,679	102	266,956	268,173	1,217	
County Treasurer	104,594	29,965	31,349	29,205	30,283	45,388	30,861	30,531	29,931	29,943	4,787	396,837	408,461	11,624	
Printing Department	36,059	8,568	13,145	10,736	12,025	13,859	10,139	11,476	10,029	10,780	17,945	154,761	170,944	16,183	
Purchasing Department	143,006	41,281	46,462	44,261	45,308	64,480	46,273	43,204	41,715	47,316	5,003	568,309	591,517	23,208	
General Services	2,909,343	676,725	1,455,010	762,741	692,900	655,198	884,472	634,509	451,974	1,268,505	290,565	10,681,942	11,295,480	613,538	
MIS	553,581	144,498	186,815	153,836	144,696	212,657	158,548	162,351	152,720	152,983	67,656	2,090,341	2,262,912	172,571	
Voter's Registration	24,956	8,557	7,099	7,030	7,370	10,188	7,187	7,180	6,959	21,009	-	107,535	132,337	24,802	
Elections	312,927	56,332	32,074	33,112	36,806	83,071	20,394	6,889	40,144	39,868	8,469	670,086	857,362	187,276	
District Attorney	1,756,524	515,048	529,799	523,498	519,798	763,939	531,662	508,415	533,781	586,634	15,217	6,784,315	7,156,614	372,299	
District Clerk	528,753	153,989	158,810	155,692	157,142	228,198	152,937	156,240	156,968	159,667	3,861	2,012,257	2,040,426	28,169	
Criminal Dist. Court	302,189	114,216	108,055	118,671	120,028	142,836	106,065	131,743	129,703	113,359	18,898	1,405,763	1,575,625	169,862	
58th Dist. Court	61,218	17,784	18,834	22,638	22,490	33,307	22,200	22,154	22,093	23,299	1	266,018	316,083	50,065	
60th Dist. Court	81,040	24,155	24,425	24,355	22,783	30,953	23,165	23,072	22,622	22,711	219	299,500	311,180	11,680	
136th Dist. Court	79,685	23,134	23,138	23,271	23,145	34,824	23,227	29,652	24,413	23,185	2,371	310,045	328,942	18,897	
172nd Dist. Court	77,306	21,632	21,239	20,804	21,632	33,307	26,570	27,593	22,694	23,566	8	296,351	322,037	25,686	
252nd Dist. Court	225,346	84,315	96,970	73,236	91,681	93,259	80,528	121,198	109,435	97,199	67	1,073,234	1,171,756	98,522	
279th Dist. Court	108,170	31,770	30,572	39,325	30,006	38,421	31,383	28,221	33,063	32,860	91	403,882	436,139	32,257	
317th Dist. Court	202,388	55,614	63,609	53,232	52,154	87,717	57,496	61,161	54,922	52,321	2,361	742,975	823,557	80,582	
J.P. Pct. 1 Pl 1	101,271	30,172	29,812	29,696	29,269	44,355	31,062	31,361	30,428	30,651	140	388,217	395,346	7,129	
J.P. Pct. 1 Pl 2	93,908	28,280	31,150	30,763	30,618	43,195	27,435	29,816	28,652	29,593	185	373,595	395,465	21,870	
J.P. Pct. 2	77,734	22,762	22,755	22,390	23,034	33,937	23,362	22,861	22,241	20,894	35	292,005	364,007	72,002	
J.P. Pct. 4	97,797	28,263	29,797	27,829	28,804	42,440	28,681	28,112	28,300	28,532	509	369,064	394,148	25,084	
J.P. Pct. 6	97,054	27,972	29,011	30,086	30,175	46,194	29,470	29,627	30,382	30,374	623	380,968	396,643	15,675	
J.P. Pct. 7	95,646	28,120	29,164	28,786	28,061	46,587	28,504	28,770	28,226	29,387	-	371,251	398,847	27,596	
J.P. Pct. 8	91,209	26,253	26,785	27,951	27,014	39,169	27,396	26,861	26,302	26,911	721	346,572	384,659	38,087	
Cnty. Court at Law 1	127,515	37,457	37,515	37,829	37,641	56,190	37,501	37,517	40,316	37,443	344	487,268	499,418	12,150	
Cnty. Court at Law 2	152,080	43,313	45,045	41,230	49,076	58,829	35,435	35,278	39,874	39,733	1,935	541,828	643,390	101,562	
Cnty. Court at Law 3	196,806	55,958	56,662	57,058	61,583	85,099	58,875	58,522	58,760	58,291	1,225	748,839	769,572	20,733	
Court Master	110,625	40,364	47,208	32,062	32,324	45,338	39,654	43,264	43,709	36,109	81	470,738	577,802	107,064	

## Jefferson County, Texas

## Statement of Expenditures - Compared With Budget Allocation

For The Month Ending September 30, 2019 (Unadjusted)

	October 2018												Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September	Encumbrances				
Dispute Resolution	\$ 58,495	\$ 19,538	\$ 18,434	\$ 17,079	\$ 16,434	\$ 28,017	\$ 17,052	\$ 17,573	\$ 17,666	\$ 21,073	2,383	\$ 233,744	\$ 275,782	\$ 42,038	
Alternative School	112,635	24,510	24,510	33,058	32,424	48,389	33,023	33,621	33,653	35,318	172	411,313	433,728	22,415	
Comm. Supervision	1,073	358	358	358	358	358	358	433	358	1,606	3,739	9,357	13,232	3,875	
Sheriff's Dept.	3,501,300	1,037,068	979,032	985,195	952,593	1,445,580	1,008,720	1,026,733	979,113	1,000,511	55,344	12,971,189	14,070,190	1,099,001	
Crime Lab	340,876	90,617	92,054	95,751	102,244	140,914	99,981	112,411	89,295	98,702	15,548	1,278,393	1,426,809	148,416	
Jail	7,231,241	2,148,781	2,029,004	2,023,604	2,188,242	3,160,222	1,967,165	2,267,797	2,115,519	2,190,640	581,200	27,903,415	29,636,166	1,732,751	
Juvenile Probation	357,932	104,128	107,287	109,717	106,998	165,224	124,924	105,302	110,554	58,490	2,981	1,353,537	1,705,101	351,564	
Juvenile Detention	459,011	152,919	141,487	153,159	146,119	207,454	153,584	167,805	145,003	144,481	35,613	1,906,635	2,255,823	349,188	
Constable Pct. 1	214,437	64,112	60,986	59,562	61,530	87,428	58,037	61,625	62,130	61,499	1,873	793,219	814,752	21,533	
Constable Pct. 2	118,837	34,465	34,215	35,245	34,049	51,334	33,875	40,349	33,789	38,233	4,637	459,028	493,896	34,868	
Constable Pct. 4	115,168	33,491	33,636	33,708	33,832	51,222	33,260	35,013	32,939	34,127	1,049	437,445	477,706	40,261	
Constable Pct. 6	151,691	43,747	44,890	43,531	44,051	60,200	40,642	46,232	45,174	44,310	1,297	565,765	586,116	20,351	
Constable Pct. 7	113,429	34,106	34,429	34,899	35,916	51,713	34,077	36,360	36,668	35,825	72	447,494	478,379	30,885	
Constable Pct. 8	122,301	35,381	35,285	35,517	36,461	53,001	35,411	36,907	35,389	36,120	730	462,503	479,460	16,957	
County Morgue	119,937	68,633	69,100	75,548	79,623	62,952	76,621	66,802	72,740	64,133	225	756,314	970,000	213,686	
Agriculture Ext.	76,379	23,894	24,414	25,754	26,502	45,692	30,924	28,654	29,575	32,123	2,767	346,678	434,358	87,680	
Public Health # 1	303,846	93,726	118,263	93,095	142,188	152,780	89,819	113,663	103,731	106,057	7,892	1,325,060	1,395,942	70,882	
Public Health # 2	289,477	100,488	92,658	91,022	97,948	130,067	97,507	104,322	105,655	91,242	3,788	1,204,174	1,280,504	76,330	
Nurse Practitioner	89,020	24,327	23,596	22,520	24,165	36,146	21,904	23,915	25,808	21,912	2,017	315,330	326,697	11,367	
Child Welfare	28,018	13,777	1,537	3,746	18,060	14,332	6,832	5,971	8,338	2,441	-	103,052	120,000	16,948	
Env. Control	104,543	29,927	30,425	30,138	30,758	44,902	30,086	30,967	30,655	30,806	876	394,083	418,204	24,121	
Ind. Medical Svcs.	256,661	1,881,545	134,228	138,372	77,492	163,872	59,966	153,098	97,421	1,910,810	41,980	4,915,445	4,939,259	23,814	
Emergency Mgmt.	51,861	14,939	14,941	15,091	14,942	22,295	14,939	14,944	14,950	14,953	-	193,855	252,953	59,098	
Beaumont Maintenance	459,088	206,905	181,652	216,656	306,289	188,190	175,107	222,280	198,321	231,761	102,011	2,488,260	2,971,815	483,555	
Port Arthur Maint.	162,381	59,988	53,593	60,089	59,113	79,218	65,305	59,925	63,726	60,989	18,834	743,161	829,373	86,212	
Mid-County Maint.	45,089	18,059	15,821	16,690	16,316	19,489	15,324	16,647	20,214	17,237	8,473	209,359	249,686	40,327	
Service Center	231,967	60,340	73,937	79,893	80,786	121,028	66,644	114,709	63,159	105,084	71,945	1,069,492	1,139,973	70,481	
Veteran Service	82,989	23,456	23,702	23,456	23,660	35,535	23,350	23,872	23,617	23,566	189	307,392	318,121	10,729	
Mosquito Control	563,263	169,015	89,900	93,623	98,029	156,295	101,338	127,980	291,146	104,556	42,603	1,837,748	2,254,070	416,322	
Tobacco Settlement	150,000	-	-	-	-	-	-	-	-	-	-	150,000	150,000	-	
Debt Service Funds	2,565	579,000	-	-	500	-	-	4,106,808	-	-	-	4,688,873	4,689,808	935	
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	161,678	161,678	
Total	\$ 29,581,688	\$ 10,848,968	\$ 9,061,876	\$ 8,453,412	\$ 8,643,728	\$ 11,816,310	\$ 8,458,441	\$ 12,984,909	\$ 8,488,492	\$ 11,198,982	1,793,568	\$ 121,330,374	\$ 131,665,824	\$ 10,335,450	

Jefferson County, Texas  
 Statement of Bonded Indebtedness  
 For The Month Ending September 30, 2019 (Unadjusted)

Issue	2018-2019 Requirements					2018-2019 Payments					Ending Amount Outstanding
	Beginning Amount Outstanding	Principal	Interest	Fees	Total	Principal	Interest	Fees	Total		
2012 Refunding Bonds	\$ 27,740,000	\$ 3,450,000	\$ 1,158,000	\$ 4,000	\$ 4,612,000	\$ 3,450,000	\$ 1,158,000	\$ 3,065	\$ 4,611,065	\$ 24,290,000	
2019 Certificates of Obligation	15,395,000	-	77,808	-	77,808	-	77,808	-	77,808	15,395,000	
	<u>\$ 43,135,000</u>	<u>\$ 3,450,000</u>	<u>\$ 1,235,808</u>	<u>\$ 4,000</u>	<u>\$ 4,689,808</u>	<u>\$ 3,450,000</u>	<u>\$ 1,235,808</u>	<u>\$ 3,065</u>	<u>\$ 4,688,873</u>	<u>\$ 39,685,000</u>	

Jefferson County, Texas  
 Statement of Transfers In and Out  
 For The Month Ending September 30, 2019 (Unadjusted)

	Fund	Transfers In	Transfers Out
120	General Fund	-	1,321,324 (a)
120	General Fund	-	388,174 (b)
120	General Fund	-	399,148 (a)
120	General Fund	21,436 (c)	-
210	Security Fee Fund	250,000 (a)	-
231	Women's Center	53,241 (a)	-
225	Juvenile Probation & Detention Fund	71,340 (a)	-
233	Mentally Impaired Offender	3,723 (a)	-
237	Community Corrections Program	-	95,211 (a)
239	Drug Diversion Program	38,247 (a)	-
241	Sheriff Department Grants	8,631 (b)	-
248	Crime Victim's Clearing	177,614 (b)	-
257	Auto Theft Grant	40,024 (b)	-
263	VAWA Fund	90,987 (b)	-
265	Check Water & Sewer Phase 5	18,150 (b)	-
550	SETEC Fund	1,321,324 (a)	-
430	2019 Certificates of Obligation	77,808 (a)	-
861	ORCA - IKE	-	21,436 (c)
865	Marine Division	-	31,768 (b)
876	Sheriff - Spindletop Grant	52,768 (b)	-
882	FY 2017 Port Security Grant	24,543 (b)	-
883	FY 2018 Port Security Grant	7,225 (b)	-
		<u><u>\$2,257,061</u></u>	<u><u>\$2,257,061</u></u>

(a) Budgeted Transfer

(b) Grant Match

(c) Close fund

Jefferson County, Texas  
 Statement of Comp-Time Liability  
 For The Fourth Quarter - September 30, 2019

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	412.00	\$ 10,217.82
Road & Bridge # 2	544.43	14,115.59
Road & Bridge # 3	666.44	15,865.24
Road & Bridge # 4	15.01	327.37
Engineering	79.51	2,387.84
Tax Assessor/Collector	299.32	6,506.01
Human Resources	-	-
County Auditor	94.51	2,992.16
County Clerk	172.44	4,032.92
County Judge	72.64	1,940.68
Treasurer	0.01	0.10
Printing	0.55	13.96
Purchasing Department	8.75	190.09
MIS	358.36	10,689.82
Voter Registration	13.00	321.79
Elections Department	112.96	2,555.08
District Attorney	0.08	1.77
District Clerk	725.77	14,710.97
Criminal District Court	89.76	2,382.13
58th District Court	1.62	43.13
172nd District Court	-	-
252nd District Court	34.38	1,365.82
279th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	25.87	665.08
Justice of Peace Pct. 1 Pl. 2	86.75	2,181.73
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	0.01	0.13
Justice of Peace Pct. 6	3.62	89.18
Justice of Peace Pct. 7	50.63	1,300.60
Justice of Peace Pct. 8	-	-
County Court at Law #2	72.37	1,920.83
Court Master	11.88	250.38
Dispute Resolution Center	113.76	2,083.69
Alternative School	14.75	471.63
Sheriff's Department	13,112.74	448,598.25
Crime Lab	257.97	9,652.07
Correctional Facility	8,721.29	229,632.44
Juvenile Probation	200.28	4,248.10
Juvenile Detention Home	199.38	3,276.85
Constable Pct. 1	198.38	5,569.17

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The Fourth Quarter - September 30, 2019

Department	Cumulative Hours	Current Liability
Constable Pct. 2	34.00	\$ 1,370.40
Constable Pct. 4	124.25	4,903.34
Constable Pct. 6	66.71	2,054.84
Constable Pct. 7	24.79	892.99
Constable Pct. 8	24.00	507.33
Public Health No. 1	62.31	1,099.56
Public Health No. 2	109.02	2,034.77
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	41.00	1,242.73
Mosquito Control	465.75	11,152.30
Maintenance - Beaumont	335.01	7,494.98
Maintenance - Port Arthur	98.75	2,023.17
Maintenance- Mid County	24.50	574.76
Service Center	10.50	260.77
Veterans' Services Office	0.62	15.24
Airport	957.17	20,075.91
Visitors' Center	44.80	636.39
Grant A Basic Probation	64.38	1,199.20
Grant A Mental Health Service	19.62	552.36
Grant A Community Programs	128.51	2,417.24
Grant A Pre and Post Ajudication	-	-
Misdemeanor Pre-Trial	-	-
Community Supervision	399.84	9,353.38
Women's Center	683.99	9,913.42
Adult Surveillance Program	-	-
Community Corrections	42.26	707.84
High Need Program	22.62	475.07
TJPC Grant Contract M	11.25	206.00
Drug Diversion	41.63	785.48
Juvenile Probation and Detention	70.13	931.59
Mentally Impaired Offender	14.75	327.40
Auto Theft	44.75	1,670.21
Sheriff Mental Health Liason -Cnty	16.50	541.79
Sheriff Mental Health Liason	23.75	679.04
Marine Division	3,537.63	118,327.41
Courthouse Security	201.00	6,768.84
<b>Total</b>	<b>34,517.02</b>	<b>\$ 1,011,796.30</b>

Comp-Time Liability at 9/30/18 34,949.70 \$987,926.48

NAME

AMOUNT

CHECK NO.

TOTAL  
120

## JURY FUND

ALISA RAUMAKER, CSR	204.76	464897	
TRI-CITY COFFEE SERVICE	55.80	464962	
ROAD & BRIDGE PCT.#1			260.56**
M&D SUPPLY	107.72	464930	
METAL-MART	177.00	464931	
MUNRO'S	30.35	464933	
VERIZON WIRELESS	75.98	465000	
EDDIE ARNOLD	227.53	465039	
MARTIN PRODUCT SALES LLC	7,518.00	465044	
HLAVINKA EQUIPMENT COMPANY	3,429.23	465048	
ADVANCE AUTO PARTS	228.18	465081	
ROAD & BRIDGE PCT.#2			11,793.99**
CASH ADVANCE ACCOUNT	691.39	464924	
M&D SUPPLY	94.87	464930	
MUNRO'S	20.00	464933	
SANITARY SUPPLY, INC.	505.17	464945	
LARRY'S REFRIGERATION	619.50	464978	
CENTERPOINT ENERGY RESOURCES CORP	41.62	465040	
ASCO	4,936.25	465083	
ROAD & BRIDGE PCT. # 3			6,908.80**
ENTERGY	38.14	464918	
TIME WARNER COMMUNICATIONS	120.44	464956	
WALMART COMMUNITY BRC	55.08	465004	
ROAD & BRIDGE PCT.#4			213.66**
BEAUMONT TRACTOR COMPANY	622.80	464901	
T. JOHNSON INDUSTRIES, INC.	6.25	464925	
KINSEL FORD, INC.	133.68	464926	
M&D SUPPLY	99.75	464930	
MUNRO'S	151.43	464933	
SCOOTER'S LAWNMOWERS	143.34	464947	
AT&T	76.23	464954	
SOUTHERN TIRE MART, LLC	1,576.00	464968	
DEPARTMENT OF INFORMATION RESOURCES	.04	464976	
NORTH SHORE SUPPLY COMPANY	56.00	465034	
ASCO	80.74	465083	
O'REILLY AUTO PARTS	193.52	465121	
WC TRACTOR - BEAUMONT	25.87	465126	
GULF COAST	76.50	465133	
GULF COAST	204.00	465134	
GULF COAST	235.90	465135	
ENGINEERING FUND			3,682.05**
TRI-CITY COFFEE SERVICE	199.40	464962	
UNITED STATES POSTAL SERVICE	3.15	465008	
PARKS & RECREATION			202.55**
WALMART COMMUNITY BRC	225.88	465004	
GENERAL FUND			225.88**
JEFFERSON CTY. CLERK	4,662.52	464891	
TAX OFFICE			4,662.52*
OFFICE DEPOT	466.43	464936	
DEPARTMENT OF INFORMATION RESOURCES	.02	464976	
UNITED STATES POSTAL SERVICE	790.71	465008	
COUNTY HUMAN RESOURCES			1,257.16*

NAME	AMOUNT	CHECK NO.	TOTAL
PRE CHECK, INC.	267.00	464982	
UNITED STATES POSTAL SERVICE	1.64	465008	
SIERRA SPRING WATER CO. - BT	16.77	465011	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	155.00	465103	440.41*
AUDITOR'S OFFICE			
OFFICE DEPOT	79.64	464936	
UNITED STATES POSTAL SERVICE	35.42	465008	115.06*
COUNTY CLERK			
FED EX	6.12	464914	
UNITED STATES POSTAL SERVICE	458.92	465008	
RICOH USA INC	200.98	465078	666.02*
COUNTY JUDGE			
KEVIN PAULA SEKALY PC	500.00	464948	
UNITED STATES POSTAL SERVICE	4.43	465008	
HARVEY L WARREN III	500.00	465063	
JULIANA REYES	500.00	465120	
DAVID VANN DECORDOVA JR	500.00	465123	2,004.43*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	705.78	465008	705.78*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	328.09	465008	328.09*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	90.00	465108	90.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,885.45	464912	
OFFICE DEPOT	255.75	464936	
PORT ARTHUR NEWS, INC.	271.36	464940	
UNITED STATES POSTAL SERVICE	107.11	465008	2,519.67*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,139.24	464899	
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	464904	
CASH ADVANCE ACCOUNT	80.00	464924	
SPINDLETOP MHMR	34,323.66	464928	
TIME WARNER COMMUNICATIONS	287.42	464957	
TEXAS WORKFORCE COMMISSION	17.22	464960	
TRI-CITY COFFEE SERVICE	38.50	464962	
ADVANCED STAFFING	97.50	464969	
TOWER COMMUNICATIONS, INC.	2,435.00	465003	
EAST TEXAS WATER PLANNING GROUP	3,530.79	465023	
ALLISON, BASS & MAGEE, LLP	14,226.36	465129	58,641.25*
DATA PROCESSING			
DELL MARKETING L.P.	4,193.95	464907	
GRAYBAR ELECTRIC COMPANY, INC.	74.55	464917	
OFFICE DEPOT	69.49	464936	
CDW COMPUTER CENTERS, INC.	964.48	464970	
VERIZON WIRELESS	75.98	465000	
MICRO FOCUS (US), INC.	1,967.97	465054	
SCOTT LEBLANC	407.04	465096	
DATALOGICS INC	5,000.00	465099	
HELPSYSTEMS LLC	1,332.34	465116	
PROGRESS SOFTWARE CORPORATION	105.00	465130	14,190.80*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	313.08	465008	313.08*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
HART INTER CIVIC OFFICE DEPOT UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT	3,934.02 70.60 24.15 7.99	464920 464936 465008 465010	4,036.76*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST	511.20 385.00	465008 465085	896.20*
DISTRICT CLERK			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	687.50 600.44	464936 465008	1,287.94*
CRIMINAL DISTRICT COURT			
WENDELL RADFORD RENE MULHOLLAND UNITED STATES POSTAL SERVICE LANGSTON ADAMS JASON ROBERT NICKS JAMES R. MAKIN, P.C. ALEX BILL III MATUSKA LAW FIRM	7,525.72 2,599.60 10.66 600.00 900.00 5,265.25 1,925.00 1,400.00	464943 464964 465008 465024 465061 465068 465069 465090	20,226.23*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	465008	.41*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE ACCO BRANDS DIRECT ALERT	.82 42.59 425.00	465008 465086 465097	468.41*
172ND DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION UNITED STATES POSTAL SERVICE ALERT	125.00 .41 425.00	464922 465008 465097	550.41*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE M.K. HAMZA, PHD, P.A.	108.91 1,200.00	465008 465079	1,308.91*
279TH DISTRICT COURT			
ANITA F. PROVO UNITED STATES POSTAL SERVICE ALICIA K HALL	200.00 .41 100.00	464942 465008 465075	300.41*
317TH DISTRICT COURT			
PHILLIP DOWDEN LAIRON DOWDEN, JR. A. MARK FAGGARD CASH ADVANCE ACCOUNT ANITA F. PROVO CHARLES ROJAS UNITED STATES POSTAL SERVICE GLEN M. CROCKER JOEL WEBB VAZQUEZ JUDY PAASCH ALLEN PARKER BRITTANIE HOLMES MATUSKA LAW FIRM MELANIE AIREY	300.00 325.00 1,050.00 1,081.60 400.00 300.00 2.00 150.00 300.00 2,465.42 650.00 600.00 650.00 150.00	464898 464909 464913 464924 464942 464974 465008 465014 465036 465038 465062 465077 465090 465094	8,424.02*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	163.69	464936	

NAME

AMOUNT

CHECK NO.

TOTAL

UNITED STATES POSTAL SERVICE	97.71	465008	261.40*
JUSTICE COURT-PCT 4			
AT&T DEPARTMENT OF INFORMATION RESOURCES	80.18 .25	464954 464976	80.43*
JUSTICE COURT-PCT 6			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	36.98 74.45	464936 465008	111.43*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.11	464976	.11*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE LEXIS-NEXIS SIERRA SPRING WATER CO. - BT THOMSON REUTERS-WEST ALERT	2.06 78.00 81.73 112.00 425.00	465008 465009 465012 465085 465097	698.79*
COUNTY COURT AT LAW NO. 2			
DAVID W BARLOW BRUCE W. COBB MARVA PROVO CHARLES ROJAS JOHN D WEST UNITED STATES POSTAL SERVICE LANGSTON ADAMS TURK LAW FIRM JARED GILTHORPE THE MAYO LAW FIRM PLLC THOMAS WILLIAM KELLEY	500.00 250.00 500.00 250.00 250.00 13.45 550.00 250.00 250.00 250.00 250.00	464900 464905 464941 464974 464980 465008 465024 465080 465091 465110 465127	3,313.45*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT UNITED STATES POSTAL SERVICE LANGSTON ADAMS JOEL WEBB VAZQUEZ ANTOINE FREEMAN LAURIE PEROZZO TURK LAW FIRM JANSON ELLIOTT BAILEY THE MAYO LAW FIRM PLLC THE SAMUEL FIRM, PLLC	1,848.40 14.01 250.00 1,150.00 250.00 250.00 250.00 730.00 250.00 350.00 250.00	464936 465008 465024 465036 465049 465058 465080 465102 465110 465128	5,342.41*
COURT MASTER			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	139.82 .91	464936 465008	140.73*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	13.18	465008	13.18*
COMMUNITY SUPERVISION			
VECTOR SECURITY	595.00	465114	595.00*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC. CASH ADVANCE ACCOUNT MOORMAN & ASSOCIATES, INC. OFFICE DEPOT CDW COMPUTER CENTERS, INC. DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS	367.36 822.55 450.00 582.40 3,959.90 537.36 3,305.13	464915 464924 464932 464936 464970 464976 465001	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2,575.99	465008	
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	465018	
FIVE STAR FEED	12.75	465030	
STANLEY SHIPPER	387.80	465031	
ACCESSDATA	1,222.76	465053	
H & H WRECKER	500.00	465067	
GALLS LLC	199.00	465095	
TND WORKWEAR CO LLC	272.00	465109	
VECTOR SECURITY	330.00	465114	
THE POLYGRAPH INSTITUTE LLC	175.00	465136	
CRIME LABORATORY			15,734.95*
SIGMA-ALDRICH, INC.	111.75	464890	
AGILENT TECHNOLOGIES	3,048.18	464896	
CASH ADVANCE ACCOUNT	1,528.03	464924	
HENRY SCHEIN, INC.	173.98	464946	
VECTOR SECURITY	257.00	465114	
JAIL - NO. 2			5,118.94*
CITY OF BEAUMONT - WATER DEPT.	17,809.40	464902	
ENTERGY	58.01	464918	
JACK BROOKS REGIONAL AIRPORT	644.00	464923	
SANITARY SUPPLY, INC.	56.91	464945	
SETZER HARDWARE, INC.	143.09	464949	
AT&T	1,381.78	464954	
WORTH HYDROCHEM	342.00	464967	
DEPARTMENT OF INFORMATION RESOURCES	1.36	464976	
WALMART COMMUNITY BRC	540.47	465004	
TEXAS GAS SERVICE	548.27	465027	
PORTEX-STRAIT INSTRUMENT CO., INC.	24.54	465042	
WORLD FUEL SERVICES	1,494.88	465059	
A1 FILTER SERVICE COMPANY	737.60	465073	
MATERA PAPER COMPANY INC	5,935.75	465084	
KROPP HOLDINGS INC	1,736.07	465087	
BEARCOM / KAY ELECTRONICS	13,998.00	465131	
JUVENILE PROBATION DEPT.			45,452.13*
VERIZON WIRELESS	52.56	465000	
UNITED STATES POSTAL SERVICE	34.12	465008	
JUVENILE DETENTION HOME			86.68*
CITY OF BEAUMONT - WATER DEPT.	3,306.16	464902	
S.E. TEXAS BUILDING SERVICE	2,600.00	464951	
HANDLE WITH CARE BEHAVIOR	900.00	465017	
CHARMTEX INC.	838.00	465032	
CENTERPOINT ENERGY RESOURCES CORP	141.87	465040	
ATTABOY TERMITES & PEST CONTROL	70.00	465057	
CONSTABLE PCT 1			7,856.03*
CASH ADVANCE ACCOUNT	653.10	464924	
KIRKSEY'S SPRINT PRINTING	24.95	464927	
VERIZON WIRELESS	227.94	465000	
UNITED STATES POSTAL SERVICE	69.30	465008	
CONSTABLE-PCT 2			975.29*
TEXAS STATE UNIVERSITY SAN MARS	315.00	464953	
VERIZON WIRELESS	113.97	465000	
CONSTABLE-PCT 4			428.97*
AT&T	40.09	464954	
VERIZON WIRELESS	113.97	465000	
SILSBEE FORD INC	956.76	465088	
CONSTABLE-PCT 6			1,110.82*
VERIZON WIRELESS	113.97	465000	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	35.00	465008	148.97*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	465000	113.97*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	465000	
THOMSON REUTERS-WEST	264.00	465085	377.97*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	24.99	464936	
WALMART COMMUNITY BRC	745.22	465004	
UNITED STATES POSTAL SERVICE	52.74	465008	
TEXAS A&M AGRILIFE EXTENSION SERVIC	100.00	465105	922.95*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	3,075.00	464903	
AUSTIN CECIL WALKES MD PA	3,245.08	464966	
MCKESSON MEDICAL-SURGICAL INC	537.90	464972	
UNITED STATES POSTAL SERVICE	90.11	465008	6,948.09*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	3,075.00	464903	
GABRIEL FUNERAL HOME, INC.	1,500.00	464916	
PETTY CASH - N C WELFARE	90.00	464938	
AUSTIN CECIL WALKES MD PA	3,245.08	464966	
MCKESSON MEDICAL-SURGICAL INC	946.31	464972	8,856.39*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	464895	1,000.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	299.51	465019	
SEARS COMMERCIAL CREDIT	300.00	465020	
ROSS DRESS FOR LESS, INC.	965.92	465045	1,565.43*
ENVIRONMENTAL CONTROL			
CASH ADVANCE ACCOUNT	827.40	464924	
AT&T	61.92	464954	
DEPARTMENT OF INFORMATION RESOURCES	.10	464976	889.42*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	1,576.80	465074	1,576.80*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	124.50	464889	
COBURN SUPPLY COMPANY INC	88.41	464906	
ECOLAB	209.95	464911	
M&D SUPPLY	212.66	464930	
SANITARY SUPPLY, INC.	321.42	464945	
ACE IMAGEWEAR	184.82	464950	
S.E. TEXAS BUILDING SERVICE	25,381.80	464951	
AT&T	69.02	464954	
TRIANGLE COMPUTER & TELEPHONE	190.00	464961	
DEPARTMENT OF INFORMATION RESOURCES	639.67	464976	
UNITED COMMUNICATIONS, INC.	107.00	464977	
THOMAS A/C SUPPLY INC	67.00	464998	
OTIS ELEVATOR COMPANY	2,808.46	465033	
AT&T	16,124.68	465101	
ADVANTAGE INTEREST INC	508.00	465115	47,037.39*
MAINTENANCE-PORT ARTHUR			

NAME	AMOUNT	CHECK NO.	TOTAL
JOHNSTONE SUPPLY	1,165.77	464894	
TIME WARNER COMMUNICATIONS	428.36	464958	
DEPARTMENT OF INFORMATION RESOURCES	.11	464976	
WALMART COMMUNITY BRC	191.44	465004	
SOLAR	86.60	465013	
LOWE'S HOME CENTERS, INC.	45.24	465022	
ATTABOY TERMITES & PEST CONTROL	46.83	465057	
PARKER LUMBER	211.37	465064	
NORTHERN TOOL AND EQUIPMENT	4,324.95	465072	
MAINTENANCE-MID COUNTY			6,500.67*
RITTER @ HOME	46.96	464944	
SANITARY SUPPLY, INC.	1,415.14	464945	
ACE IMAGEWEAR	35.08	464950	
LOWE'S HOME CENTERS, INC.	26.27	465022	
CENTERPOINT ENERGY RESOURCES CORP	82.78	465040	
SERVICE CENTER			1,606.23*
J.K. CHEVROLET CO.	40.63	464921	
PHILPOTT MOTORS, INC.	450.47	464939	
JEFFERSON CTY. TAX OFFICE	7.50	464983	
JEFFERSON CTY. TAX OFFICE	7.50	464984	
JEFFERSON CTY. TAX OFFICE	7.50	464985	
JEFFERSON CTY. TAX OFFICE	7.50	464986	
JEFFERSON CTY. TAX OFFICE	7.50	464987	
JEFFERSON CTY. TAX OFFICE	7.50	464988	
JEFFERSON CTY. TAX OFFICE	16.75	464989	
JEFFERSON CTY. TAX OFFICE	16.75	464990	
JEFFERSON CTY. TAX OFFICE	7.50	464991	
JEFFERSON CTY. TAX OFFICE	7.50	464992	
JEFFERSON CTY. TAX OFFICE	7.50	464993	
JEFFERSON CTY. TAX OFFICE	7.50	464994	
JEFFERSON CTY. TAX OFFICE	7.50	464995	
JEFFERSON CTY. TAX OFFICE	7.50	464996	
JEFFERSON CTY. TAX OFFICE	16.75	464997	
BUMPER TO BUMPER	1,062.93	465037	
AMERICAN TIRE DISTRIBUTORS	671.10	465055	
MYGHTY OF SOUTHEAST TEXAS	320.56	465070	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	64.16	465089	
VETERANS SERVICE			2,750.10*
UNITED STATES POSTAL SERVICE	11.20	465008	
HILARY GUEST	106.60	465025	
MOSQUITO CONTROL FUND			117.80*
DYNAMIC POWER SYSTEM, INC.	756.47	464910	
MUNRO'S	116.21	464933	
TEXAS WORKFORCE COMMISSION	8,948.07	464960	
CENTERPOINT ENERGY RESOURCES CORP	37.12	465040	
PARKER LUMBER	40.57	465064	
CY-FAIR TIRE	14.00	465132	
BOEING DIGITAL SOLUTIONS, INC	419.00	465139	
FEMA EMERGENCY			10,331.44**
SPIDLE & SPIDLE	6,938.65	464893	
DELL MARKETING L.P.	5,351.22	464908	
OFFICE DEPOT	2,743.06	464937	
ULINE SHIPPING SUPPLY SPECIALI	335.80	464963	
CDW COMPUTER CENTERS, INC.	85.22	464971	
WALMART COMMUNITY BRC	495.52	465004	
GULF COAST	98.60	465134	
GULF COAST	467.75	465135	
LATERAL ROADS- PRECINCT 4			16,515.82**
GULF COAST	278.77	465133	
J.C. FAMILY TREATMENT			278.77**

NAME	AMOUNT	CHECK NO.	TOTAL
JUDY PAASCH	40.00	465038	
PATRICIA PETERS	20.00	465100	60.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	639.41	465085	639.41**
EMPG GRANT			
SOUTHEAST TEXAS WATER	91.20	464952	91.20**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	69.93	465000	69.93**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	539.35	464924	
BI INCORPORATED	1,068.84	464975	
GRAYSON COUNTY DEPT OF JUVENILE	5,190.00	465093	6,798.19**
COMMUNITY SUPERVISION FND			
DEPARTMENT OF INFORMATION RESOURCES	.99	464976	
VERIZON WIRELESS	42.60	465000	
UNITED STATES POSTAL SERVICE	165.29	465008	
JCCSC	350.00	465066	558.88**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	1,367.98	464918	
OFFICE DEPOT	174.48	464936	
AT&T	141.62	464954	
SYSSCO FOOD SERVICES, INC.	1,343.19	464955	
TEXAS WORKFORCE COMMISSION	297.03	464960	
BURT WALKER PARTNERS, LTD	4,500.00	464965	
DEPARTMENT OF INFORMATION RESOURCES	.15	464976	
TEXAS FIRE & COMMUNICATIONS	360.00	464979	
VERIZON WIRELESS	15.98	465000	
VINCENT'S A/C	136.52	465002	
BEN E KEITH FOODS	1,665.68	465035	
MATERA PAPER COMPANY INC	265.43	465084	
STERICYCLE, INC	35.00	465119	
A-1 NATIONAL FIRE CO	62.90	465140	10,365.96**
JAG GRANTS			
OFFICE DEPOT	660.84	464936	660.84**
LAW OFFICER TRAINING GRT			
WALMART COMMUNITY BRC	42.00	465004	
FOREMOST PROMOTIONS	2,357.02	465104	2,399.02**
COUNTY CLERK - RECORD MGT			
CDW COMPUTER CENTERS, INC.	2,921.76	464970	2,921.76**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.82	465008	
LINDA MCMAHEN	363.31	465043	
LES MCMAHEN	284.75	465052	648.88**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	674.60	464924	674.60**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	2,432.52	464907	
VERIZON WIRELESS	227.94	465000	2,660.46**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
N&T CONSTRUCTION COMPANY, INC.	20,831.14	464892	
ENTERGY	1,567.88	464918	
DEPARTMENT OF INFORMATION RESOURCES	3.60	464976	
ART MUSEUM OF SOUTHEAST TEXAS	4,473.00	465015	
SOUTHEAST TEXAS BASEBALL/ACADEMY	13,000.00	465021	
SOUTHEAST TEXAS ARTS COUNCIL	5,000.00	465026	
FORD PARK	50,000.00	465028	
FORD PARK	92,000.00	465029	
PORT ARTHUR HISTORICAL SOCIETY	4,000.00	465046	
DISH NETWORK	123.58	465047	
TOP DOG SOFTBALL CLUB	500.00	465051	
GATOR COUNTRY LLC	2,000.00	465056	
EDISON PLAZA MUSEUM	250.00	465060	
PORT ARTHUR CONVENTION & TOURIST	17,720.00	465071	
DIOCESE OF BEAUMONT	6,930.00	465082	
CLIFTON STEAMBOAT MUSEUM INC	1,300.00	465092	
SOUTHERN BLACK SOFTBALL ASSOC	4,500.00	465106	
SOUTHERN BLACK SOFTBALL ASSOC	4,500.00	465107	
STARS OVER TX SOFTBALL	500.00	465111	
STARS OVER TX SOFTBALL	500.00	465112	
STARS OVER TX SOFTBALL	500.00	465113	
SOUTHEAST TEXAS FREEDOM FLIGHT	11,452.00	465122	
HEY LOLLIES SQUARE DANCE CLUB	438.00	465137	
VIETNAM VETERANS OF AMERICA CH292	1,495.00	465138	
CAPITAL PROJECTS FUND			243,584.20**
LJA ENGINEERING INC	5,144.25	465076	
SPA GLASS CONSTRUCTION CORP	21,000.00	465125	
COASTAL RESTORATION PRJCT			26,144.25**
LJA ENGINEERING INC	5,580.00	465076	
AIRPORT FUND			5,580.00**
ENTERGY	573.05	464919	
LOUIS' YAZOO SALES & SERVICE, LLC	115.55	464929	
SANITARY SUPPLY, INC.	75.12	464945	
TIME WARNER COMMUNICATIONS	105.54	464959	
WORTH HYDROCHEM	130.00	464967	
E. SULLIVAN ADVERTISING & DESIGN	2,248.28	464981	
VERIZON WIRELESS	37.99	465000	
UNITED STATES POSTAL SERVICE	.41	465008	
TRACE ANALYTICS, INC.	368.00	465016	
CENTERPOINT ENERGY RESOURCES CORP	104.09	465040	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	60.61	465089	
TITAN AVIATION FUELS	17,870.47	465124	
SE TX EMP. BENEFIT POOL			21,689.11**
GROUP ADMINISTRATIVE CONCEPTS INC	136,942.79	465065	
EXPRESS SCRIPTS INC	73,317.29	465117	
UNITEDHEALTHCARE INSURANCE COMPANY	206,193.51	465118	
LIABILITY CLAIMS ACCOUNT			416,453.59**
CALVERT EAVES CLARKE & STELLY LLP	476.82	465098	
WORKER'S COMPENSATION FD			476.82**
TRISTAR RISK MANAGEMENT	2,972.46	465041	
SHERIFF'S FORFEITURE FUND			2,972.46**
VERIZON WIRELESS	75.98	465001	
THIRD COAST TINT	100.00	465050	
CNTY & DIST COURT TECH FD			175.98**
VERIZON WIRELESS	266.01	465000	
MARINE DIVISION			266.01**

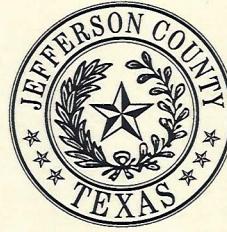
NAME

AMOUNT

CHECK NO.

TOTAL

JACK BROOKS REGIONAL AIRPORT	355.46	464923
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	464973
VERIZON WIRELESS	341.91	464999
PORTR-STRAIT INSTRUMENT CO., INC.	47.00	465042
ATTABOY TERMITE & PEST CONTROL	18.34	465057
VECTOR SECURITY	39.95	465114
		862.66**
SHERIFF - COMMISSARY		
WALMART COMMUNITY BRC	2,731.98	465004
BEARCOM / KAY ELECTRONICS	939.50	465131
		3,671.48**
		1,092,006.10***



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

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

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

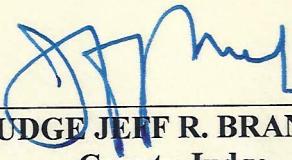
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on September 19, 2019; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

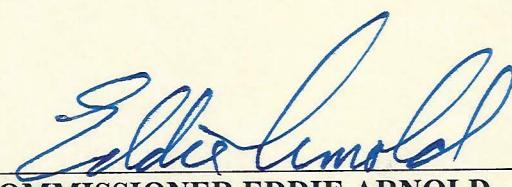
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Tropical Storm Imelda and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on September 19, 2019.

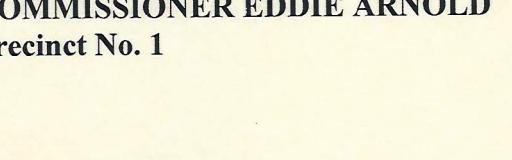
SIGNED this 29th day of October, 2019.

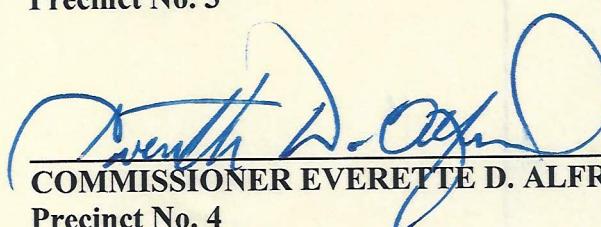
  
JUDGE JEFF R. BRANICK  
County Judge



  
EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
MICHAEL S. SINEGAL  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
ABSENT  
BRENT A. WEAVER  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
EVERETTE D. ALFRED  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****October 29, 2019**

Consider and possibly approve a proclamation for Catholic Charities of Southeast Texas 16<sup>th</sup> Annual Harvest of Hope Day.



# Proclamation

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 29th day of October, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

## 17th Annual Harvest of Hope for Catholic Charities of Southeast Texas In honor of Most Reverend Curtis J. Guillory, S.V.D.

WHEREAS, each day of the year, Catholic Charities helps hundreds of people in Southeast Texas and makes a definite impact on the clients served by providing six programs to people in need, and that assistance is based solely on need...not on religious affiliation, race, or any other factor – and

WHEREAS, during the last fiscal year, Catholic Charities served thousands of unduplicated individuals; and serves the hungry through the Hospitality Center, located in the city of Port Arthur, which provides meals for an average of 100 people every day of the year and where 37,448 meals were served in the fiscal year ending June 30, 2019; and

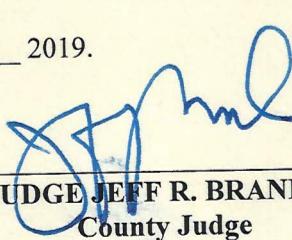
WHEREAS, Catholic Charities helps grieving children who have had the unfortunate experience of the death of a parent, brother, or sister through the Elijah's Place program; and also helps the working poor, victims of domestic violence, the elderly, and the disabled through programs which include Immigration Legal Assistance program, and provides financial education through the Asset Building Case Management program; and

WHEREAS, Catholic Charities offers supportive case management and emergency financial assistance to those in distress due to personal tragedies, as well as natural or man- made disasters through the Disaster Response program; and, also lends support and training resources to local church leaders and members attempting to organize local social justice ministries and community services through the Parish Social Ministry program; and

WHEREAS, Catholic Charities of Southeast Texas is celebrating its 17<sup>th</sup> Annual Harvest of Hope on Tuesday, November 5, 2019, honoring Most Reverend Curtis J. Guillory, S.V.D. for his many years of service to the people of Southeast Texas and the Diocese of Beaumont;

THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim Tuesday, November 5, 2019, as Harvest of Hope Recognition Day, and we encourage our citizens to support the 17th Annual Harvest of Hope event which benefits and supports the programs and mission of Catholic Charities of Southeast Texas.

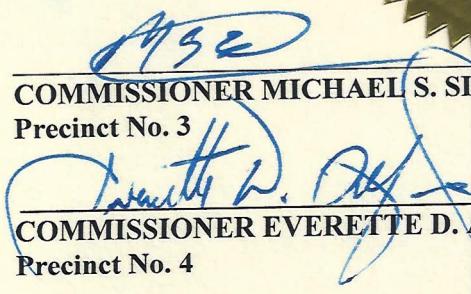
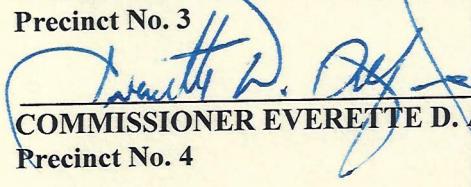
Signed this 29th day of October 2019.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

ABSENT  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3  
  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

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ALLISON NATHAN GETZ  
TAX ASSESSOR-COLLECTOR

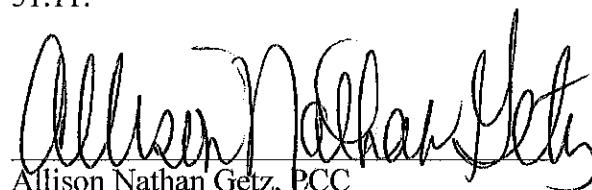


TERRY WUENSCHEL  
CHIEF DEPUTY

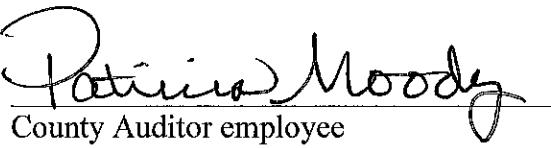
**Tax Refund Determination**

Taxpayer name: Winstead PC  
 Address: 600 Travis Street Suite 5200, Houston, Texas 77002  
 Account Number: 700000-000/551962-00000  
 Amount of Refund: \$11,417.34

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

  
 Allison Nathan Getz, PCC  
 Tax Assessor-Collector  
 Jefferson County

10/21/19  
 Date

  
 Patricia Moody  
 County Auditor employee

10/23/19  
 Date

10/17/2019 14:05:50  
 TN536 SELECTION SEQUENCE 3322790  
 HELD OVERPAYMENT REFUNDS  
 REFUNDS REPORTED FOR INSPECTION ONLY

PAGE: 1  
 MINIMUM DOLLAR AMOUNT: \$0

TAX COLLECTION SYSTEM  
 REFUNDS SELECTED REPORT  
 FROM: 10/07/2019 TO: 10/07/2019  
 AMOUNT: \$0

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND	REASON (\$)
UNP TOT	YEAR UNIT OWNER NAME	REC TYPE	RECEIPT	DATE				
700000-0000/551962-00000	700000551962		RC191017	20191007				
2019 8001 SIGNATURE INDUSTRIAL PC	SRVS LL TL			1 10/07/2019	41483494 TR	11,417.34		
CHECK PAYEE:WINSTEAD PC	SUPPLIES F&F M&E VEHIS				CHECK TOTAL:	11,417.34		
ATTN CATHY LOVE								
600 TRAVIS STREET SUITE 5200								
HOUSTON TX77002								

FIDO #: 27580024  
 TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS  
 COUNT OF REFUND CHECKS

1

## COMPOSITE TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.  
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR  
 P.O. BOX 2112, BEAUMONT, TX 77704  
 EMAIL: PROPERTY@CO.JEFFERSON.TX.US

Certified Owner:

SIGNATURE INDUSTRIAL SRVS LLC  
 PO BOX 22977  
 BEAUMONT , TX 77720-2977

Legal Description:

SUPPLIES F&F M&E VEHS

**Parcel Address:** 9027 BLEWETT RD

**Legal Acres:** 0.0000

**Account No:** 700000-000/551962-00000

**Year :** 2019

**Print Date :** 10/17/2019

**Operator Code:** TERRYW

**Rec Type :** Levy

Year	Tax Unit Name	Tax Value	Tax Rate	Penalty &				<b>Total</b>
				Levy	Interest	Coll. Fee	Refund	
2019	JEFFERSON COUNTY	1,305,450	0.364977	4,764.59	0.00	0.00	0.00	4,764.59
2019	BEAUMONT ISD	1,305,450	1.224050	15,979.36	0.00	0.00	0.00	15,979.36
2019	DRAINAGE DISTRICT #6	1,305,450	0.220587	2,879.65	0.00	0.00	0.00	2,879.65
2019	SABINE-NECHES NAV. DIST.	1,305,450	0.092067	1,201.89	0.00	0.00	0.00	1,201.89
2019	EMER SER DISTRICT #4	1,305,450	0.076438	997.86	0.00	0.00	0.00	997.86
2019	OVERPAY	0	0.000000	0.00	0.00	0.00	11,417.34	11,417.34
2019	ESCROW PAYMENT FOR 2019 TAXES	0	0.000000	0.00	0.00	0.00	0.00	0.00
<b>Levy Total :</b>				<b>\$25,823.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,417.34</b>	<b>\$37,240.69</b>
<b>Gross Total :</b>				<b>\$25,823.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,417.34</b>	<b>\$37,240.69</b>
<b>Grand Total :</b>				<b>\$25,823.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,417.34</b>	<b>\$37,240.69</b>

LAST PAYER:

JEFFERSON COUNTY FEE OFFICER #3613  
 CONSTABLE PRECINCT 4  
 BEAUMONT , TX 77705

Payment Receipt Dates:

08/08/2019

LAST PAYMENT DATE: 08/08/2019



1100 Poydras Street, Suite 2150  
New Orleans, LA 70163  
Tel 5043103605  
Fax

**TO:** Susan Golla  
MCGRIFF SEIBELS & WILLIAMS INC  
SAN ANTONIO, Texas 78230

**FROM:** Timothy Gortman

**RISK ID:**

**EMAIL:** sshoemake@mcgriff.com

**DATE SENT:** October 21, 2019

**AIRCRAFT INSURANCE BINDER**

WITH

**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**  
(AA S&P, A++ BEST)

In accordance with your instructions we have bound the insurance described below. This binder will be replaced by the policy when issued. **Policy No: AAC N1075883A 001**

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

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

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

**NAMED** **Jefferson County**

**INSURED:**

**NAMED**  
**INSURED'S**  
**ADDRESS:** 215 Franklin St Ste 202  
Beaumont, Texas, 777013647

**BUSINESS OF** Governmental Agency

**NAMED**

**INSURED:**

**PERIOD:** From: October 21, 2019 To: October 21, 2020  
both days at 12:01 a.m. Local Time at the address of the Named Insured

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

The liability coverage codes have the following meanings:

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

The sub-limit applied for Passenger Bodily Injury is shown under "Each Passenger sub-limit"

The applicable Medical Payments limit is shown under "Med. Pay Limit Per Person."

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

The aircraft hull coverage codes have the following meanings:

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

**PURPOSE OF** As required by the Named Insured.

**USE:**

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

Any Pilot approved by the Chief Pilot of the named Insured or thier designee.

**FINANCIAL** The Named Insured is the sole owner of the aircraft and no one else has any financial interest in the  
**INTEREST:** Aircraft except as shown below.

No Exceptions.

**LOCATION OF** Aircraft based at BPT - Jack Brooks Regional Airport  
**THE AIRCRAFT:**

**TERRITORY:** While the Aircraft is in the United States of America (excluding Alaska), Canada or Mexico, or while the Aircraft is being transported between ports in the territory.

**SCHEDULE  
OF INSURED  
AIRCRAFT:**

F.A.A. Number	Year	Make and Model	Aircraft Type	Engine and HP	Total Seats Incl Crew
N909K	1969	Bell OH-58	R		2
N600SD	1975	Bell UH-1H	R		13
N602SD	2007	Bell 407	R		7

#### **Applicable Liability Coverages, Limits of Liability and Premium**

F.A.A. Number	Coverage	Each Occurrence Limit	Each Passenger Sub-Limits	Med. Pay Limit Per Person	Liability Premium
N909K	D	\$1,000,000	\$100,000	\$1,000	\$2,000
N600SD	D	\$1,000,000	\$100,000	\$1,000	\$2,000
N602SD	D	\$1,000,000	\$100,000	\$1,000	\$2,000

## Description of Aircraft, Hull Coverages and Hull Deductibles

F.A.A. Number	Coverage	Amount Of Insurance	Not in Motion	In Motion	Ingestion	Hull Premium
N909K	No	Aircraft	Physical	Physical	Coverage	Hereunder
N600SD	No	Aircraft	Physical	Physical	Coverage	Hereunder
N602SD	F	\$2,500,000	\$1,000	\$62,500	\$62,500	\$43,000

**CONDITIONS:** Policy form: which includes, inter alia, the following exclusion clauses:

### War and Other Perils Exclusion Clause

#### Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following

9001-TX (11/99)	Texas Changes - Duties		
9002-TX (11/99)	Texas Changes - Conditions Requiring Notice		
AC 100 (07/10)	Aircraft Policy - Jacket		
AC 101 (07/07)	Aircraft Policy - Declarations		
AC 101S (07/07)	Aircraft Policy - Schedule of Endorsements		
AC 102 (11/98)	Aircraft Policy - Provisions		
AC 103 (11/98)	Pilots Who May Fly The Aircraft		
AC 107 (11/98)	Passenger Voluntary Settlement Endorsement		
	<i>Additional Premium</i>		
	<i>Cover Crew</i>	<i>Limit of Settlement</i>	100,000
AC 110 (11/98)	War, Hi-jacking and Other Perils Exclusion Clause (Aviation)		
AC 142 (11/98)	Limit of Liability Amendatory Endorsement		
AC 159 (11/98)	Nuclear Risk Exclusion Clause		
AC 161 (11/98)	Date Recognition Exclusion Endorsement		
AC 162 (11/98)	Date Recognition Limited Coverage Endorsement		
AC 168 (11/03)	Pollution Endorsement		
AC 170 (01/15)	Limited Terrorism Coverage Endorsement		

AC-TX (11/99)	Cancellation Notification - Texas
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-4Y30F (06/15)	Texas Notice -Information and Complaints
TRIA15d (01/15)	Policyholder Disclosure Notice of Terrorism Insurance Coverage

PREMIUM:	HULLS	LIABILITIES
<b>Basic Premium:</b>	<b>\$43,000</b>	<b>\$6,000</b>
<b>Additional Coverages:</b>	<b>Not Purchased</b>	<b>Not Purchased</b>
<b>War Premium:</b>	<b>Not Insured</b>	<b>Not Insured</b>
<b>TRIA Premium:</b>	<b>Not Insured</b>	<b>Not Insured</b>
<b>Total Premium:</b>	<b>\$49,000</b>	

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

Please read this document carefully and advise us of any discrepancies immediately.

On behalf of ACE Property and Casualty Insurance Company



By

Authorized Representative



ACE Property and Casualty Insurance Company  
Insurance Company

**Jefferson County**

Policyholder

**N1075883A 001**

Policy Number

**MCGRIFF SEIBELS & WILLIAMS INC**

Broker/Producer

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

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

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

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

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of **\$As Quoted**, however you elected to decline such coverage. By signing the Notice of Election, you are acknowledging your declination of such coverage.



# Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

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

WHEREAS, *Thomas Martin, Jr.*, has devoted 9 years and 11 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Thomas Martin, Jr.*, has dedicated his talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, *Thomas Martin, Jr.*, has pledged his services as a Corrections Officer at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Thomas Martin, Jr.*, has earned the respect of his colleagues and the citizens of Jefferson County; and

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

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

SIGNED this 29th day of October, 2019.

JUDGE JEFF R. BRANICK  
County Judge



COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

ABSENT  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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

WHEREAS, *Anthony G. Viator*, has devoted 26 years and 6 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Anthony G. Viator*, has dedicated his talents and pledged his services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

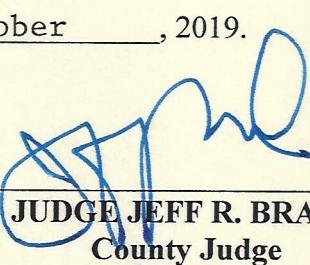
WHEREAS, *Anthony G. Viator*, has pledged his services as a Peace Officer, Sergeant, and Lieutenant, making an outstanding contribution to law enforcement in Jefferson County, serving as a Peace Officer, in the Patrol Unit, I.D. and K-9 Divisions, as a Sergeant and as a Lieutenant in the Patrol Unit, Narcotics Interdiction and the Fugitive Warrant Division; apprehending dangerous and repeat offenders who are fugitives from Justice, serving criminal subpoenas, mental commitment orders, investigating runaways, missing persons and seizing large amounts of drugs and currency while in Interdiction;

WHEREAS, through hard work and commitment to excellence, *Anthony G. Viator*, has earned the respect of his colleagues and the citizens of Jefferson County; and

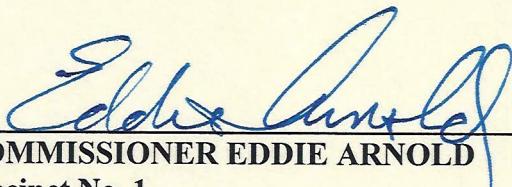
WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Anthony G. Viator*, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

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

SIGNED this 29th day of October, 2019.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

ABSENT  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

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

## **Resolution Concerning Authority of Jefferson County to Regulate Game Rooms**

**WHEREAS**, previously, counties did not have the authority to enact ordinances and are only empowered to pass regulations that are legislatively or constitutionally authorized; and

**WHEREAS**, the Texas Legislature has granted all counties legislative authority to regulate game rooms pursuant to Chapter 234, subchapter E of the Texas Local Government Code; and

**WHEREAS**, illegal game room operations in Jefferson County have dramatically increased since 2015 when the Legislature amended the statute to allow most counties adjacent to Harris County to regulate game rooms; and

**WHEREAS**, unregulated game rooms in Jefferson County violate State gambling laws, generally operate behind locked doors and are not open to the public, generate large amounts of income that are not taxed, and are epicenters for many other criminal activities including, but not limited to capital murder, armed robbery, prostitution, other personal and property crimes, weapon offenses, illicit drug use and drug trafficking, money laundering, fraud, organized crime, and public corruption; and

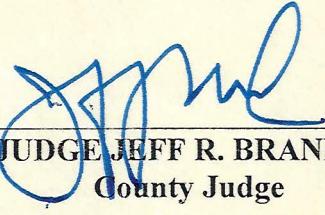
**WHEREAS**, unregulated game rooms, operated illegally, constitute public and private nuisances that adversely impact surrounding property owners and occupants, and the community as a whole; and

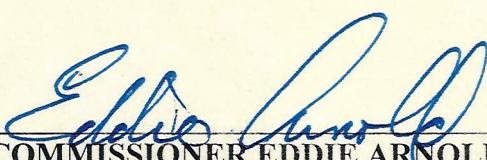
**WHEREAS**, to circumvent undercover investigations, operators of these illegal game rooms have changed their business models by restricting access to allow only members or known referrals, thereby preventing law enforcement agencies from gaining access to shut down illegal activities; and

**WHEREAS**, Jefferson County desires to reduce the adverse secondary effects of illicit game rooms and find that it is in the best interest of and for the protection of Jefferson County citizens that game room activity be strictly regulated that such game room operators be required to secure a permit to conduct business within Jefferson County; and that Jefferson County be authorized to pursue violators both civilly and criminally;

**NOW THEREFORE**, be it resolved that the Commissioner's Court of Jefferson County, Texas hereby adopts the Jefferson County Game Room Regulations and Application as allowed by the Texas Legislature through Texas Local Government Code Section 234.

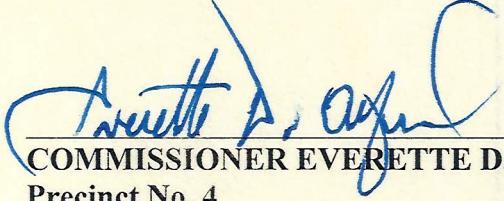
Signed this 29<sup>th</sup> of October, 2019.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

ABSENT  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**Special, October 29, 2019**

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