

*Notice of Meeting and Agenda and Minutes  
November 12, 2019*

**REGULAR, 11/12/2019 10:30:00 AM**

BE IT REMEMBERED that on November 12, 2019, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

**CHIEF PORTER**

Honorable Carolyn L. Guidry , County Clerk

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

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**November 12, 2019**

Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Brent A. Weaver, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**November 12, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **12th day of November 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:00 a.m.- WORKSHOP-To receive information from representatives of Jefferson County Drainage Districts No. 3, 6 & 7; the Director of the LNVA and the TXDOT District Engineer regarding flood mitigation plans for Jefferson County Rodair Gulley, Taylors Bayou and Hillebrandt Bayou watersheds.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

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**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 19-062/YS), Term Contract for Inmate Shoes for Jefferson County.

**SEE ATTACHMENTS ON PAGES 13 - 53**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve bid due date extension for (IFB 19-037/YS), Automobile Rental Concession at the Jack Brooks Regional Airport from 11:00 am CT, Wednesday, December 4, 2019 to 11:00 am CT, Wednesday, December 11, 2019.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve a contract extension for (IFB 14-047/JW), Term Contract for Inmate Shoes for Jefferson County with Bob Barker Company for an additional four (4) weeks, to expire January 7, 2020.

**SEE ATTACHMENTS ON PAGES 54 - 54**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

4. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 19-047/YS), Term Contract for Liquid Soil Stabilizer for Jefferson County with Base Seal International, Inc., as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 55 - 57**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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5. Consider and approve, execute, receive and file a contract renewal for (IFB 11-054/AW), Term Contract for Snack and Drink Vending Machines for Jefferson County with John Paul's Food Service, LLC for an additional one (1) year term from November 27, 2019 to November 26, 2020, with the option to extend for four (4) additional one (1) year terms.

**SEE ATTACHMENTS ON PAGES 58 - 58**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve, execute, receive and file a contract renewal for (RFP 18-034/YS), Janitorial Services for Jefferson County with Southeast Texas Building Service, Inc. for a first one (1) year option from November 22, 2019 to November 21, 2020.

**SEE ATTACHMENTS ON PAGES 59 - 59**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

7. Consider and approve a contract renewal for (IFB 18-052/YS), Term Contract for Catalog Pricing for Janitorial Supplies with Matera Paper Co. for a first one (1) year option from November 18, 2019 to November 17, 2020.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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8. Consider and approve, execute, receive and file a contract renewal for (IFB 18-052/YS), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County with Auto-Chlor Services LLC, Certified Laboratories, The Home Depot Pro, ICS Jail Supplies, Interboro Packaging Corp., Sanitary Supply, and Unipak Corp for a first one (1) year option from November 18, 2019 to November 17, 2020.

**SEE ATTACHMENTS ON PAGES 60 - 66**

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

9. Consider and approve, execute, receive and file Change Order No. 4 for (IFB 19-021/JW) Ford Fields Concession Stand with N & T Construction Co., Inc. for an increase of (6) working days due to inclement weather; bringing the number of working days for this project from (232) days up to (238) days. This change order does not change the cost of the project.

**SEE ATTACHMENTS ON PAGES 67 - 69**

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

10. Consider and execute, receive and file IBM SVCS Printer Maintenance Agreement Renewal from 11/19/2019 to 11/18/2020 for Jefferson County with Sirius, in the amount of \$18,136.37.

**SEE ATTACHMENTS ON PAGES 70 - 74**

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

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11. Consider and approve a contract between Holiday Inn & Suites and Jefferson County for the Dispute Resolution Center of Jefferson County's Volunteer Appreciation Dinner to be held on December 3, 2019, for an estimated cost of \$3,019.50.

**SEE ATTACHMENTS ON PAGES 75 - 79**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

12. Consider and approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, December 7, 2019 at 9:00 A.M.

**SEE ATTACHMENTS ON PAGES 80 - 81**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**CONSTABLE PRECINCT 2:**

13. Consider and possibly approve the hiring of Patrick Britton as a Reserve Deputy Constable with Constable Precinct 2 in accordance with Local Government Code (LGC) 86.011.

**SEE ATTACHMENTS ON PAGES 82 - 82**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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**COUNTY AUDITOR:**

14. Consider and approve the Bilateral Amendment No.1 and contract modifications for Contract #HHS000285000032 between the Texas Department of Family and Protective Services and Jefferson County for Title IV-E Child Welfare Services.

**SEE ATTACHMENTS ON PAGES 83 - 85**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

16. Consider and authorize County Judge to execute the Statewide Automated Victim Notification Service (SAVNS) Grant Contract between Jefferson County, Texas and the Office of the Attorney General for FY September 01, 2019 - August 31, 2020.

**SEE ATTACHMENTS ON PAGES 86 - 112**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

17. Receive and file Statement of Financial Position for Jefferson County Community Supervision and Corrections programs for fiscal year ending August 31, 2019.

**SEE ATTACHMENTS ON PAGES 113 - 113**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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18. Consider and approve FY 2019 budget transfer - Jail - year-end inventory adjustment.

120-3062-423-3033	FOOD	\$41,686.00	
120-3062-423-1095	EDUCATION PAY		\$41,686.00

**SEE ATTACHMENTS ON PAGES 114 - 114**

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

19. Consider and approve budget transfer - Indigent Health - year-end inventory adjustment.

120-5079-442-3049	PHARMACEUTICAL SUPPLIES	\$12,200.00	
120-5079-442-1005	EXTRA HELP		\$10,000.00
120-5079-442-2002	EMPLOYEES' RETIREMENT		\$2,200.00

**SEE ATTACHMENTS ON PAGES 115 - 115**

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

20. Regular County Bills - check #465141 through checks #465370 (11/5/19) and check #465371 through checks #465626 (11/12/19).

**SEE ATTACHMENTS ON PAGES 116 - 134**

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

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**COUNTY COMMISSIONERS:**

21. 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 135 - 135**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

22. Consider and possibly approve a Resolution to cast votes for Director to the Board of the Jefferson County Appraisal District for the 2020-2021 term.

**TAX ASSESSOR APPOINTED**

**SEE ATTACHMENTS ON PAGES 136 - 138**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

23. Consider and possibly approve the re-appointment of Mr. Charles “Chuck” Guillory to the Drainage District #6 Board of Directors, effective March 13, 2017. This is an appointment of Commissioner Alfred.

**SEE ATTACHMENTS ON PAGES 139 - 139**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

24. Consider and possibly approve a Resolution in Support of the Nomination of Commissioner Everette “Bo” Alfred to the Urban Counties Board of Directors.

**SEE ATTACHMENTS ON PAGES 140 - 141**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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25. Consider, possibly approve, authorize the County Judge to execute and receive and file a Release to settle all claims of Jefferson County against Jake Moses and HMD, Inc. for damages that resulted to County property on October 21, 2019.

**SEE ATTACHMENTS ON PAGES 142 - 147**

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

26. Receive and file executed Amended Professional Services Agreement with Tim Richardson for ongoing Consulting Services associated with seeking BP Deepwater Horizon (DWH) restoration funding.

**SEE ATTACHMENTS ON PAGES 148 - 159**

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

**ENGINEERING:**

27. Consider and possibly approve a Replat of a portion of Lot 1 and Lot 2, Block 6 of the Garden Villas addition into Lot 1-A and Lot 2-A, Block 6 of the Garden Villas Addition in the Asahel Savery League, Abstract No. 46, Jefferson County, Texas, located off East Lane in Precinct No. 1. This plat is in the Beaumont ETJ (extra-territorial jurisdiction). It was approved by the City of Beaumont Planning and Zoning Commission and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 160 - 161**

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

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28. Execute, receive and file a Permanent Easement Agreement between Jefferson County, Texas and Lone Star NGL Pipeline LP. Lone Star NGL Reference Tract Number: TX JE 116.200, easement north of and adjacent to The Dream Center Complex on Hwy 69. The Pipeline Corridor is parallel and south of Hwy 3514. This pipeline project is for the distribution of Liquid NGL/Propane. This easement is located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 162 - 173**

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

29. Execute, receive and file Overweight Vehicle Permit 05-OW-19 and Road Use Agreement between Jefferson County and PALNG Common Facilities Company, LLC to transport crushed stone and other fill material for construction of the relocation of a section of State Highway 87 south of Port Arthur. This project is located in Precinct 3.

**SEE ATTACHMENTS ON PAGES 174 - 183**

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

30. Enter a revised order by the County Judge declaring the incorporation of the City of Taylor Landing.

**SEE ATTACHMENTS ON PAGES 184 - 187**

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

**Other Business:**

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

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

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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

November 12, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-062/YS, Term Contract for Inmate Shoes 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Inmate Shoes for Jefferson County  
**BID NO:** IFB 19-062/YS  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, December 11, 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 in black ink, with a faint watermark of the Jefferson County seal visible in the background.

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**IFB 19-062/YS**  
**Term Contract for Inmate Shoes for Jefferson County**  
**Bids due: 11:00 AM CT, Wednesday, December 11, 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 judgment 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$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

<b>Workers' Compensation</b>	Statutory Coverage (See Section Below)
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**9. Workers' Compensation Insurance**

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

## Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 19-062/YS.

### Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

#### Quantity of Inmate Shoes Ordered

##### 2018

<u>Size</u>	<u>Quantity</u>
Small	120 pair
Medium	240 pair
Large	360 pair
X-Large	360 pair

##### 2019

<u>Size</u>	<u>Quantity</u>
Small	120 pair
Medium	480 pair
Large	720 pair
X-Large	720 pair

### Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

#### Inmate Shoe Specifications:

**Style:** "Step-in" style

**Color:** Orange

**Material:** 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

**Construction:** One piece molding; 0.55 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

**Venting:** Multiple ventilation holes in toebox.

**Insole:** Ridges on surface to help hold the foot in place.

**Outsole:** Defined outsole ridges to offer surface gripping and traction.

Outsole is to be water resistant and non-marking. Slip resistant.

**Sizes:** Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

**Cleaning:** Shoes may be washed (with warm water and soap).

**Packaging:** Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

## Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

## Shipping/Handling

**Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request.** Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

## Minimum Orders

**There are no minimum order requirements associated with this contract.** Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

## Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

## Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

## Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

## Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

## Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be

returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at their own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

### **Ordering Procedure**

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

### **Delivery Time Period**

**All items shall be delivered within 30-45 calendar days unless otherwise specified.** Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

### **Shipping Documents**

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

## 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:** Term Contract for Inmate Shoes for Jefferson County, IFB 19-062/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: Inmate Shoes 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 19-062/YS, Term Contract for Inmate Shoes 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

Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

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**Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.**

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	\$
			Orange	Medium	\$
			Orange	Large	\$
			Orange	1 XL	\$
			Orange	2 XL	\$
			Orange	3 XL	\$

**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.

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Bidder (Entity Name)

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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**

---

**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.**



# 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

## PRICE EXTENSION REQUEST

November 4, 2019

Bob Barker Company  
134 North Main Street  
Fuquay Varina NC 27526  
Attention: Ms. Ryan Wilkie

Re: (IFB 14-047/JW), Term Contract for Inmate Shoes for Jefferson County

Dear Ms. Wilkie:

Please be advised the above-referenced contract for Jefferson County will expire on **December 10, 2019**. It is requested that your company extend your current contract prices for an additional four (4) weeks, to expire January 7, 2020.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, **November 6, 2019**. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

A handwritten signature of Deborah L. Clark, which includes her name and the official seal of Jefferson County, Texas, which is a watermark-like overlay.

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

DC: ys

Price Extension Received and Accepted: 11/6/19 \_\_\_\_\_  
 Date \_\_\_\_\_

Project Number: IFB 14-047/JW \_\_\_\_\_

Contractor: Bob Barker Company \_\_\_\_\_  
 Signature: Ryan McNeill \_\_\_\_\_  
 Ryan McNeill - Contract Specialist

Print Name and Title: \_\_\_\_\_

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

## ATTACHMENT A

IFB 19-047/YS

Term Contract for Liquid Soil Stabilizer for Jefferson County

<b>Base Seal International</b>	
Price Per Gallon	\$22.00
Drum Size	55 gallons
Dilution Rate	Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid ounces per CY of soil to be treated
Coverage Rate Linear Feet Per Gallon	23.5

Base-Seal International, Inc.  
9107 Hudson Court  
Houston TX 77024  
attn: Carol and Danny Bowers  
[base-seal@att.net](mailto:base-seal@att.net)  
ph: 281-497-7743  
fx: 855-311-8604

# **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:**

Base-Seal International, Inc.

Company Name

9107 Hudson Court

Address

Houston, Texas 77024

City

State

Zip



Signature of Person Authorized to Sign

Carol or Danny Bowers

Printed Name

President / VP

Title

For clarification of this offer, contact:

Carol or Danny Bowers

Name

281-497-7743

855-311-8604

Phone

Fax

base-seal@att.net

E-mail

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

## Acceptance of Offer

The Offer is hereby accepted for the following items: Liquid Soil Stabilizer 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 19-047/YS, Term Contract for Liquid Soil Stabilizer for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

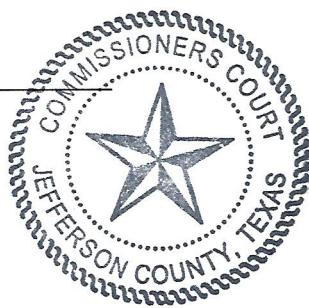
Jeff R. Branick  
County Judge

Date

November 12, 2019

**Attest:**

Carolyn L. Guidry  
County Clerk



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

**CONTRACT RENEWAL FOR IFB 11-054/AW  
TERM CONTRACT FOR SNACK AND DRINK VENDING  
MACHINES FOR JEFFERSON COUNTY**

The County entered into a contract with John Paul's Food Service, LLC for one (1) year, from December 5, 2011 to December 4, 2012, with an option to renew the contract for up to a five (5) year period.

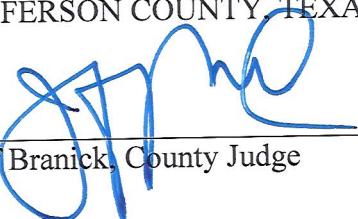
Pursuant to the contract, Jefferson County hereby exercises its first one (1) one-year option to renew the contract for one (1) additional year from November 27, 2019 to November 26, 2020 with the option to extend for four (4) additional one (1) year terms.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
John Paul's Food Service, LLC

  
(Name)

## CONTRACT RENEWAL FOR RFP 18-034/YS JANITORIAL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Southeast Texas Building Service, Inc. for one (1) year, from November 23, 2018 to November 22, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 22, 2019 to November 21, 2020.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Southeast Texas Building Service, Inc.

  
(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Auto-Chlor Services, LLC for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 18, 2019 to November 17, 2020.

ATTEST:

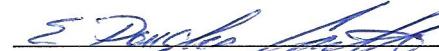
  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Auto-Chlor Services, LLC

  
(Name) E. Douglas Carlton

**CONTRACT RENEWAL FOR IFB 18-052/YS  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Certified Laboratories for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 18, 2019 to November 17, 2020.

ATTEST:

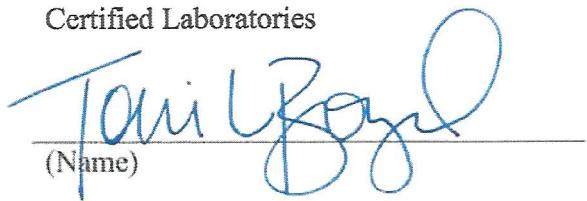
  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Certified Laboratories

  
(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR  
JEFFERSON COUNTY**

The County entered into a contract with The Home Depot Pro for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 18, 2019 to November 17, 2020.

ATTEST:

JEFFERSON COUNTY, TEXAS

   
Carolyn L. Guidry, County Clerk Jeff Branick, County Judge



CONTRACTOR:  
The Home Depot Pro

  
(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with ICS Jail Supplies, Inc. for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 18, 2019 to November 17, 2020.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
ICS Jail Supplies

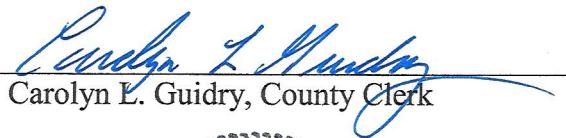
  
(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Interboro Packaging Corp. for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

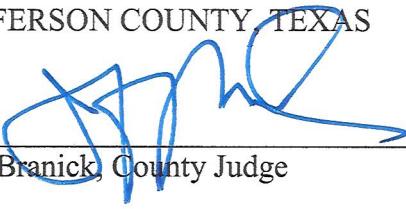
Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 18, 2019 to November 17, 2020.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Interboro Packaging Corp.

  
(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Sanitary Supply for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 18, 2019 to November 17, 2020.

ATTEST:

Carolyn L. Guidry  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

Jeff Branick  
Jeff Branick, County Judge

CONTRACTOR:  
Sanitary Supply

Troy W. Greenhaw  
(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Unipak Corp for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 18, 2019 to November 17, 2020.

ATTEST:

Carolyn L. Guidry  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

Jeff Branick  
Jeff Branick, County Judge

CONTRACTOR:  
Unipak Corp

(Name)

Branie Marcus  
Branie Marcus

## CHANGE ORDER

**PROJECT:** New Concession Stand for  
Ford Park Ball Fields  
**CONTRACTOR:** N&T Construction  
1376 Laurel Ave  
Beaumont, Texas 77701

**CHANGE ORDER NO:** 4

**DATE:** 10.31.19  
**ARCHITECT'S PROJECT NO.:** 15036  
**CONTRACT DATE:** 06.07.2019  
**CONTRACT FOR:** New Construction

The Contract is changed as follows:

<b>EXTENSION OF TIME:</b>	<b>\$0</b>
Extension of time due to weather delays, 10/15-10/17, 10/22, 10/23,10/25 – See attached climatological data.	
	<b>TOTAL</b>
	<b>\$0</b>

**\*\*See attached breakdown**

**Not valid until signed by the Owner, Architect, and Contractor.**

The original Contract Sum was .....	\$ 587,000.00
Net change by previously authorized Change Orders .....	\$(-17,000.00)
The Contract Sum prior to this Change Order was .....	\$ 570,000.00
The Contract sum will be increased by this Change Order in the amount of .....	\$ 00
The new Contract Sum including this Change Order will be .....	\$ 570,000.00

**The Contract Time will be increased by Six (6) days.**

**The date of Substantial Completion as of the date of this Change Order therefore is March 3, 2020.**

**NOTE:** The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group  
7999 Gladys Avenue, Suite 101  
Beaumont, Texas 77706

By:

Date:



N&T Construction  
1376 Laurel Ave  
Beaumont, Texas 77701

By:

Date:

11/4/19

Jefferson County Texas  
Commissioners Court  
1001 Pearl Street  
Beaumont, Texas 77701

By:

Date:

JEFF D. BRANICK, COUNTY JUDGE  
November 12, 2019

ATTEST  
DATE 11/12/19




**CPR # 4**

N&T Construction  
 1376 Laurel Ave.  
 Beaumont, Texas 77701  
 Phone: (409) 813-8592  
 Fax: (409) 813-8597

PROJECT: Ford Fields Concessions  
 5115 I-10 SOUTH  
 Beaumont, Texas 77705

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**CHANGE PROPOSAL REQUEST**


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**TO:** LaBiche Architectural Group  
 7999 Gladys Avenue, Suite #101  
 Beaumont, Texas 77706  
 Attn: Greg Wall & Coley Mulcahy

**FROM:** N&T Construction Co., Inc.  
 Spencer Jabbia

**CHANGE PROPOSAL #:** 4

**DATE:** 10/31/2019

**REFERENCE:** N/A

**SCHEDULE IMPACT:** 6 DAYS

**DESCRIPTION OF CHANGE:**

Weather days: 10/15, 10/16, 10/17, 10/22, 10/23, 10/25 - SEE ATTACHED CLIMATOLOGICAL DATA

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	**REQUEST FOR TIME EXTENSION ONLY**				Other	\$0.00
2						\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
0						\$0.00
8						\$0.00
9						\$0.00
10	Cost of Work Total:					\$0.00
11	N&T General Conditions:					\$0.00
12	Supervision	Days		\$300.00		\$0.00
13	Clean-up	Hours		\$20.00		\$0.00
14	Dumpster	Each		\$400.00		\$0.00
15						\$0.00
					Subtotal:	\$0.00
	8.00%				Contractor's Fee:	\$0.00
					Subtotal:	\$0.00
	8.25%				Sales Tax:	\$0.00
					Change Proposal Grand Total:	\$0.00

**Record of Climatological Observations**

These data are quality controlled and may not be identical to the original observations.

Generated on 10/30/2019

Year	Month	Day	Temperature (F)	Precipitation			Evaporation			Soil Temperature (F)		
				24 Hrs. Ending at Observation Time	At Obs. Time	24 Hour Amounts Ending at Observation Time	At Obs. Time	4 in. Depth	8 in. Depth	Ground Cover (see *)	Max.	Min.
				Rain, Melted Snow, Etc. (in)	F Snow, Ice Pellets, Hail (in)	F Snow, Ice Pellets, Hail (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)			
2019	10	01										
2019	10	02										
2019	10	03										
2019	10	04										
2019	10	05										
2019	10	06										
2019	10	07										
2019	10	08										
2019	10	09										
2019	10	10										
2019	10	11										
2019	10	12										
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2019	10	22										
2019	10	23										
2019	10	24										
2019	10	25										
2019	10	26										
2019	10	27										
2019	10	28										
2019	10	29										
2019	10	30										
2019	10	31										
		Summary						6.95		0.0		

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Straw mulch; 5=Sod; 6=Grass muck; 7=Bare muck; 0=Unknown

"s" This data value failed one of NCDC's quality control tests.

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.



Sirius Computer Solutions, Inc.

Headquarters:  
10100 Reunion Place, Suite 500  
San Antonio, Texas 78216  
[www.siruscom.com](http://www.siruscom.com)

## SOLUTION PROPOSAL

**Prepared for:**

JEFFERSON COUNTY  
1149 PEARL ST 6TH FLOOR  
BEAUMONT, TEXAS 77701  
UNITED STATES

**Client Executive:**

Crystal Puga  
+1 (832) 253-2602  
[crystal.puga@siruscom.com](mailto:crystal.puga@siruscom.com)

<b>Proposal Number:</b>	Q-00026124
<b>Proposal Date:</b>	10/17/2019
<b>Expires:</b>	11/18/2019
<b>Description:</b>	IBM SVCS, 1Yr Prepaid Printer Maintenance Renewal
<b>Currency:</b>	USD



Sirius Computer Solutions, Inc.

+1 (832) 253-2602

crystal.puga@siriuscom.com

Proposal Number: Q-00026124

Proposal Date: 10/17/2019

Expires: 11/18/2019

Description: IBM SVCS- 1Yr Prepaid Printer Maintenance Renewal

Attn:

**JEFFERSON COUNTY**  
**1149 PEARL ST 6TH FLOOR**  
**BEAUMONT, TEXAS 77701**  
**UNITED STATES**

Headquarters:  
 10100 Reunion Place, Suite 500  
 San Antonio, Texas 78216  
[www.siriuscom.com](http://www.siriuscom.com)

Description	Machine Type	Serial #	Svc Lvl	Start Date	End Date	Ext. Price
INFOPRINT HW MAINT	4247-X03	000070477	24x7	11/19/2019	11/18/2020	\$1,022.44
INFOPRINT HW MAINT	4247-X03	000070506	24x7	11/19/2019	11/18/2020	\$1,022.44
INFOPRINT HW MAINT	4536-N01	00792Y5BY	8x5	11/19/2019	11/18/2020	\$312.50
INFOPRINT HW MAINT	4536-N01	00792LL10	8x5	11/19/2019	11/18/2020	\$312.50
INFOPRINT HW MAINT	4536-N01	00792RGMZ	8x5	11/19/2019	11/18/2020	\$312.50
INFOPRINT HW MAINT	4536-N01	00792LL5B	8x5	11/19/2019	11/18/2020	\$312.50
INFOPRINT HW MAINT	4536-N01	00791R344	8x5	11/19/2019	11/18/2020	\$312.50
INFOPRINT HW MAINT	4551-N01	007932VPC	8x5	11/19/2019	11/18/2020	\$255.97
INFOPRINT HW MAINT	4551-N01	007930CPV	8x5	11/19/2019	11/18/2020	\$255.97
INFOPRINT HW MAINT	4552- N01	00704ZGBX	8x5	11/19/2019	11/18/2020	\$266.48
INFOPRINT HW MAINT	6262-T14	000012597	24x7	11/19/2019	11/18/2020	\$5,915.34
INFOPRINT HW MAINT	6262-T22	000080972	24x7	11/19/2019	11/18/2020	\$7,835.23
<b>Extended Subtotal:</b>						<b>\$18,136.37</b>
<b>Total Client Price:</b>						<b>\$18,136.37</b>

**Proposal Comments:**

RPPS Printer Maintenance Renewal

Term: 11/19/2019 - 11/18/2020

Prepared by: Laura Oneacre

\*\*Pricing is based on same inventory and same configuration\*\*

**Terms and Conditions:**

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event JEFFERSON COUNTY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as set forth herein, plus any applicable sales/use tax. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.
2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance this Proposal, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price in this Proposal. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price in this Proposal.
3. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for shipment and delivery of the products listed in this Proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.
4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in this Proposal shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchased price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on this Proposal, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. This Proposal (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. Confidentiality. All of the information provided in this proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

11. General. This Proposal (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

JEFFERSON COUNTY



Accepted by:

JEFFERSON COUNTY

Signature of Authorized Representative

Jeff Branick

Printed Name

County Judge

Title of Authorized Representative

11/05/2019

Date Signed

Paul Helega

409 835 8447

Ship to Contact (Name, Phone, & Email)

helega@co.jefferson.tx.us

Ship to Address

Jefferson County MTS

1149 Pearl 10th Floor

Brenham, TX 77101

Approved by:

Sirius Computer Solutions, Inc.

Document signed by:

Luke Niemiro

451E24C8304948A  
Signature of Authorized Representative

Luke Niemiro

Printed Name

Managing Contracts Attorney

Title of Authorized Representative

10/17/2019 | 11:20 CDT

Date Signed

Patrick Swain

409 835 8500

pswain@co.jefferson.tx.us

Bill to Address

Jefferson County Auditor

1149 Pearl 7th Floor

Brenham, TX 77101



ATTEST:

Carolyn L. Guidry, County Clerk  
Proposal #: Q-00026124

Sirius Confidential



Holiday Inn Beaumont  
3950 I-10 South Beaumont, TX  
409-842-5995 – Phone 409-842-7810 - Fax

## CATERING CONTRACT

September 24, 2019

**GROUP:** Dispute Resolution Center of Jefferson County  
**CONTACT:** Kara Hawthorn  
**ADDRESS:** 215 Franklin, Ste. 131A, Beaumont, TX 77701  
**CONTACT PHONE:** (409) 835-8747  
**CONTACT EMAIL:** khawthorn@co.jefferson.tx.us

**HOTEL CONTACT:** Rasheeda Daugherty  
**E-MAIL:** r.daugherty@esperantodev.com  
**PHONE:** 409-842-7813

We are so pleased to be hosting the Dispute Resolution Center of Jefferson County. This contract sets forth the terms for your meeting.

### FOOD & BEVERAGE / MEETING REQUIREMENTS

The following table illustrates our understanding of your meeting space needs. You have agreed to hold the meetings and food and beverage events as set forward in this schedule of events.

### SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR
Tue, 12/03/19	8:00 AM - 12:00 PM	Setup	Galveston	Rounds of 10	90
Tue, 12/03/19	6:30 PM - 9:30 PM	Dinner	Galveston	Rounds of 10	90

### COMPLIMENTARY MEETING SPACE

Though we usually charge for usage of our function space, the hotel will provide the function space as detailed above on a complimentary basis, in recognition of the revenue we will derive from the provision of food and beverage, and ancillary services hereunder.

One month prior to your event, we require a final program of events in order to finalize specific daily requirements. Nothing in this program will be construed to waive or alter the food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval.

### FOOD POLICY

No food and/or beverage of any kind will be permitted to be brought into the hotel meeting spaces, or any function space used as a hospitality suite, by the group or any of the group's guests without hotel approval. No remaining food or beverage shall be removed from the premises. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. Menu prices will be confirmed six months prior to function commencement. Your menu selections must be made no later than 30 days prior to arrival, and we require the guaranteed number of persons to be served at each food function three (3) business days prior to the date of the function. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function. All food and beverage prices are subject to a 22% service charge. Prices and service charges are subject to sales tax, currently 8.25% and may be subject to change without notice.

### ANTICIPATED BANQUET FOOD AND BEVERAGE REVENUE

At this time, the required food and beverage minimum is \$2,400. All revenue figures are net and not inclusive of taxes, service charge or commissions. We agree to allow for a 5% reduction in each revenue figure, for the purposes of calculating attrition amounts.

### ATTRITION

Should your event generate less food and beverage revenue (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than the anticipated revenues set forth above, an attrition fee will be due. At the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting from the Anticipated Banquet Food and Beverage Revenue Figure set forth above (less the 5% allowable attrition). A charge in the amount of 100% of any remaining amount will be posted to your master account, plus applicable taxes and service charges.

## CANCELLATION

Cancellation damages will be calculated based upon the date of cancellation listed below and will be as a percentage of total anticipated banquet food and beverage revenue figures as set forth above.

Date of Cancellation	% of Anticipated Revenue due to hotel
----------------------	---------------------------------------

0-30 days prior to arrival	90% + applicable taxes and service charges
31-90 days prior to arrival	80% + applicable taxes and service charges
91-180 days prior to arrival	70% + applicable taxes and service charges
More than 180 days prior to arrival	50% + applicable taxes and service charges

Hotel reserves the right to terminate this contract if Hotel owner shall sell, transfer or convey its interest in the property provided Hotel has given at least 30 days' notice of the transfer of its interest in the Hotel and termination of this agreement. In the event of any such termination, Hotel shall return all advance payments of the deposits and both parties shall have no further obligation to each other. Hotel may transfer all of its rights and obligations under this agreement to a third party who shall then be solely responsible for the performance of this agreement, and Hotel shall in that case be relieved of all obligations and responsibilities under this agreement upon transfer of all advance payments and deposits received by the Hotel to the new owner.

## FORCE MAJEURE

No damages shall be due for a failure of performance due to Acts of God, war, terrorist acts, government regulation, strikes, disaster, or restrictions on commodities or supplies, any one of which make performance impossible.

## BILLING PROCEDURES AND DEPOSIT SCHEDULE

The following items shall be charged to the Master Account: banquet food and beverage charges, taxes, service charges, attrition charges, meeting space rental charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting.

Payment must be by certified check, credit card or cash. If you prefer, all charges can be paid by credit card, via a Credit Card Authorization form. We accept American Express, Diners Club, Discover Card, MasterCard or Visa.

A Signed Contract and Credit Card Authorization Form must be received by [redacted] in order to hold the meeting space for your use. Failure to receive the deposit by the due date may result in an assumed cancellation of this contract and cancellation charges will apply.

## TAX EXEMPTION

Tax exemption status, if any, must be established prior to your function. To request state, city and/or county exemption, please provide a copy of your exemption certificate with the signed copy of this agreement. Following receipt of the exemption certificate, the hotel will obtain verification of exempt status. Please note that state exemption will not necessarily invoke city exemption. In order to validate exemption, payment must be made with a check from the organization requesting exemption. Any other form of payment will render exemption invalid.

## PARKING

All Parking is complimentary.

## INSURANCE AND INDEMNIFICATION

**Hotel and Dispute Resolution Center of Jefferson County** each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group, its attendees or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's gross negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Moreover, the hotel and group will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

## HOTEL POLICIES

Utilities: All electrical services and utilities, including phone, are contracted through the Hotel's Sales Department. Signage: All signs must be professionally printed and their placement and posting be pre-approved by the hotel. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. Other Provisions: Flammable substances and pyrotechnics are not allowed. Any damage to hotel as a result of any signs, banners or other items will be billed to Group.

## MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Beaumont, Texas, and shall be governed by and construed in accordance with Texas State law. By executing this agreement, **Dispute Resolution Center of Jefferson County** consents to the exercise of personal jurisdiction over it by the courts of the State of Texas. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Texas, and only in Jefferson County

## ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. The persons signing the agreement on behalf of Hotel and **Dispute Resolution Center of Jefferson County** each warrant that they are authorized to make agreements and to bind their principals to this agreement.

Acceptance may be made by facsimile, scan or email transmission and must be received back to the hotel by **Thursday, November 9, 2019** to confirm on a definite base. This contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By: Dispute Resolution Center of Jefferson County  
Authorized representative:

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Kara Hawthorn  
Booking Contact

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

By the Hotel's authorized representative:

---

Rasheeda Daugherty  
Catering Sales Manager

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

**Event Date: Tuesday, December 3, 2019**

<b>Account:</b>	Dispute Resolution Center of Jefferson County-BPTWD	<b>Contact:</b>	Kara Hawthorn
<b>Post As: Address:</b>	Dispute Resolution Center of Jefferson County 215 Franklin Ste. 131A Beaumont, TX 77701 UNITED STATES	<b>Phone:</b> <b>Email:</b> <b>Onsite Contact:</b> <b>Onsite Mobile:</b>	(409) 835-8747 khawthorn@co.jefferson.tx.us
<b>Payment Type:</b> <b>Food &amp; Bev. Min:</b> <b>Tax Exempt:</b>	\$ False	<b>Catering Manager:</b>	Rasheeda Daugherty 409-842-7813 r.daugherty@esperantodev.com

Event Time	Room	Function	Setup	Exp	Gtd	Rental
8:00 AM - 12:00 PM	Galveston	Setup	Rounds of 10	90		\$0.00
6:30 PM - 9:30 PM	Galveston	Dinner	Rounds of 10	90		\$0.00

Setup	Menu
<b>Galveston  </b>  <b>8:00 AM</b>  <b>Banquet Setup</b> Ballroom will include: 72" Tables (Seats 10 per table) Banquet Chairs Floor Length Table Cloths - Black or White Overlays - Black, Blue, Red or White Cloth Napkins - Black, Blue, Red or White Center Pieces - Mirror Tile, Hurricane Globe & Candle in Center Specialty Tables - DJ Table, Cake Table, Sign-in Table, Head Table Set-up & Breakdown Full Service throughout your Event Professional Catering Team to help plan your perfect day	<b>Galveston</b>  <b>6:30 PM</b> Chicken Marsala Plated Dinner <i>Serve Time: 6:30 PM to 9:30 PM</i> Breaded Chicken Breast Sauteed and Topped with Marsala Wine, Onions & Mushrooms <i>All Plated Dinners Include a Garden Salad, Choice of Seasonal Vegetables &amp; Starch, Roll &amp; Butter, Choice of Dessert, Coffee, Tea &amp; Water Service.</i>  Chocolate Cake Potatoes Au Gratin Southern Style Green Beans <b>90 @ \$21.00 Per Person</b>
<b>Audio Visual</b>	<b>1 Mini Crab Cakes</b> Served with a Cajun Creole Dipping Sauce @ <b>\$255.00 Per 100 pieces</b>  <b>1 Mini Cordon Bleu Bites</b> Served with Chef's Special Dipping Sauce @ <b>\$175.00 Per 100 pieces</b>  <b>1 Cajun Stuffed Deviled Eggs</b> Boiled eggs with spicy yolk filling @ <b>\$155.00 Per 100 Pieces</b>
<b>Miscellaneous</b>	<b>Beverage</b>

GUARANTEE: Must be received by 12 Noon (3) day prior to your event. In the event we do not receive your guarantee, your EXPECTED contracted number becomes your guarantee.

IMPORTANT: Above charges are subject to 22% service charge and 8.25% state sales tax. Service Charge is taxable.

FUNCTION ROOM: We reserve the right to relocate your function to another room. Every effort will be made to notify you in advance.



# Holiday Inn Beaumont Plaza

3950 I-10 South, Beaumont, TX 77705

Phone: (409) 842-5995

Check #: 20999

Page 1 of 1

Date Printed: 11/06/2019

## Estimate of Charges

Account:	Dispute Resolution Center of Jefferson County-BPTWD	Event Date:	Tuesday, December 03, 2019
Post As: Address:	Dispute Resolution Center of Jefferson County 215 Franklin Ste. 131A Beaumont, TX 77701 UNITED STATES	Contact: Phone: Email: Onsite Contact: Onsite Mobile:	Kara Hawthorn (409) 835-8747 khawthorn@co.jefferson.tx.us
Payment Type: Master Account #: Tax Exempt:		Catering Manager: Booked By: Event Date:	Rasheeda Daugherty Rasheeda Daugherty Tuesday, December 3, 2019
BEO #: 20999			

Date	Time	Function	Room	Agr	Gtd
Tue, Dec 03	8:00 AM - 12:00 PM	Setup	Galveston	90	
Tue, Dec 03	6:30 PM - 9:30 PM	Dinner	Galveston	90	

### AV & Other Items

Quantity	Item	Price	Amount
1	Standing Podium with Wired Microphone	\$0.00	\$0.00
1	House Sound Patch	\$0.00	\$0.00
			<b>Subtotal:</b> \$0.00
			<b>Service Charge:</b> \$0.00
			<b>Sales Tax 8.25%:</b> \$0.00
			<b>AV &amp; Other Items Total:</b> \$0.00

### Food

Quantity	Item	Price	Amount
1	Mini Crab Cakes	\$255.00	\$255.00
1	Mini Cordon Bleu Bites	\$175.00	\$175.00
1	Cajun Stuffed Deviled Eggs	\$155.00	\$155.00
90	Chicken Marsala Plated Dinner	\$21.00	\$1,890.00
			<b>Subtotal:</b> \$2,475.00
			<b>Service Charge:</b> \$544.50
			<b>Sales Tax 8.25%:</b> TAX EXEMPT
			<b>Food Total:</b> \$3,019.50

<b>Check Subtotal</b>	\$2,475.00
<b>Total Service Charges</b>	\$544.50
<b>Total Taxes</b>	TAX EXEMPT
<b>Check Grand Total</b>	\$3,019.50
<b>Deposit Paid</b>	\$0.00
<b>Balance Due</b>	\$3,019.50



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

Date: November 6, 2019

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, December 7, 2019 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
HORN AUCTION

December 7, 2019

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	MEDIUM SIZE DESK		16196
<i>contact person: Jennifer Coleman</i>			
DISTRICT ATTORNEY	BROWN LEATHER/WOOD FRAME CHAIR		11874
DISTRICT ATTORNEY	MAROON CLOTH/WOOD FRAME CHAIR		12384
DISTRICT ATTORNEY	GREY SECRETARY CHAIR		11964
DISTRICT ATTORNEY	GREY SECRETARY CHAIR		12020
DISTRICT ATTORNEY	BROWN CLOTH/WOOD FRAME CHAIR		12434
DISTRICT ATTORNEY	BROWN CLOTH/WOOD FRAME CHAIR		12381
DISTRICT ATTORNEY	ORANGE WELVES 2 SEAT LOVE SEATER		19898
DISTRICT ATTORNEY	GREY SECRETARY CHAIR		12424
DISTRICT ATTORNEY	CREAM CLOTH/WOOD FRAME CHAIR		12084
DISTRICT ATTORNEY	CREAM CLOTH/WOOD FRAME CHAIR		11878
DISTRICT ATTORNEY	CREAM CLOTH/WOOD FRAME CHAIR		12085
DISTRICT ATTORNEY	ORANGE CLOTH/WOOD FRAME CHAIR		11911
DISTRICT ATTORNEY	ORANGE CLOTH/WOOD FRAME CHAIR		11921
DISTRICT ATTORNEY	ORANGE CLOTH/WOOD FRAME CHAIR		11916
DISTRICT ATTORNEY	ORANGE CLOTH/WOOD FRAME CHAIR		11937
DISTRICT ATTORNEY	ORANGE CLOTH/WOOD FRAME CHAIR		11938
<i>contact person: Danna Rouse</i>			

Approved by Commissioners' Court: \_\_\_\_\_

CHRISTOPHER L. BATES  
CONSTABLE PCT. 2  
JEFFERSON COUNTY



525 LAKESHORE DRIVE  
SUB- COURTHOUSE  
PORT ARTHUR, TEXAS 77640  
PHONE: 409-983-8335  
FAX: 409-983-8320

October 31, 2019

Jeff Branick, County Judge  
1149 Pearl St.  
Beaumont, TX 77701

Re: Agenda Item

Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting, Tuesday, November 12, 2019.

Please consider and possibly approve the hiring of Patrick Britton as a Reserve Deputy Constable with Constable Precinct 2 in accordance with Local Government Code (LGC) 86.011.

Thank you,

A handwritten signature in black ink, appearing to read "Christopher L. Bates".

Christopher L. Bates  
Constable, Pct 2

## Harry Schoppe

**From:** Driver,Deborah (DFPS) <Deborah.Driver@dfps.state.tx.us>  
**Sent:** Friday, November 1, 2019 4:40 PM  
**To:** Harry Schoppe  
**Subject:** FY20 Jefferson CWS AMEND 1  
**Attachments:** FY20 Jefferson CWS AMEND 1.pdf  
  
**Importance:** High

Please review the attached bilateral amendment for Contract Number HHS000285000032, Title IV-E Child Welfare Services. Once the Judge has signed the Amendment, please return via email so that we can forward to the State office for execution.

Please return signed Amendment by November 13, 2019.

Thank you,

*Debbie*

Deborah Clausen Driver, CTCM  
CPS Regional Contract Manager  
PO Box 630050  
Nacogdoches, TX 75963-0050  
Office (936) 569-5343  
Fax (512) 276-3080 (include coversheet)



Texas Department of  
Family and Protective Services

## **TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES CONTRACT AMENDMENT**

This Amendment No. 1 (Amendment) modifies Contract # HHS000285000032 (Contract) and is entered into by the Texas Department of Family and Protective Services (DFPS) and Jefferson County for IV-E County Child Welfare Services.

**I. PURPOSE.** This Amendment modifies the DFPS IV-E County Child Welfare Services Contract in order to update the budget approval process.

### **II. CONTRACT MODIFICATIONS.**

**A.** Both Parties agree to amend Section IV of this Contract by deleting that Section in its entirety and replacing it with the following:

#### **"IV. TOTAL AMOUNT OF THIS CONTRACT.**

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Contractor will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Contractor fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Contractor will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Contractor from negotiating budgetary changes throughout the course of the Contract."

**B.** Unless otherwise modified by this Bilateral Amendment or any prior Bilateral or Unilateral Amendments, the Contract will remain in full force and effect.

### **III. EFFECTIVE DATE.**

This Bilateral Amendment is effective Tuesday, October 1, 2019.

**IV. SIGNATORIES.**

By signing this Amendment, the Parties certify that they have the requisite authority to bind their respective Party to this Amendment.

**DFPS****COUNTY**

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**NAME:** Kristene Blackstone  
**TITLE:** Associate Commissioner CPS  
**DATE:** \_\_\_\_\_

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**NAME:** Jeff Branick  
**TITLE:** County Judge  
**DATE:** \_\_\_\_\_



**RE: FY 2020 SAVNS Grant Contract**

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**Contract Number:** 2003622

**Grantee:** Jefferson County

**Amount:** \$30,170.26

**Executed:**

**Term:** September 1, 2019 – August 31, 2020

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
966	10352	5137

## SAVNS MAINTENANCE GRANT CONTRACT

**OAG Contract No.** 2003622

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

### **SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is from September 1, 2019 to August 31, 2020. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

### **SECTION 2. TERM OF THE CONTRACT**

This Grant Contract shall begin on September 1, 2019 and shall terminate August 31, 2020, unless it is terminated earlier in accordance with another provision of this Grant Contract.

### **SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Participating Entity Service Contract.** GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein. Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant

funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below or otherwise separately authorized by the OAG in writing. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

**3.1.1 Authorized Modifications to the Participating Entity Service Agreement.** GRANTEE is hereby authorized, without additional approval of the OAG to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. **Section 6 Additional Services:** GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. **Section 7.1 Performance Reports:** GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. **Section 7.2 Performance Remedies:** GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. **Sections 9.2(a) and 9.2(b)(iii) Standard of Care:** GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. **Sections 9.3(b), 9.3(c), and 9.3(d) Information Security:** GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. **Section 9.4(b)(iv) Security Breach Procedures:** GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. **Section 9.5 Oversight of Security Compliance:** GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

- h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.** GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

**3.5 E-Vine Upgrade and Cooperation for Implementation.** As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

**3.6 Scope of Services.** For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

**3.7 Special Conditions.** The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this Grant Contract. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

## SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

### 4.1 General Matters

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required

as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code,

and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

#### **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 “Problem Log.”** GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved.

#### **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting

documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement to stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** GRANTEE shall timely submit to the

OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

**4.3.6 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.8 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment

will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an

obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

**6.5 Notices to Certified Vendor.** Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the contract, in the sole discretion of the OAG.

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing

funding, terminating this Grant Contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, and Other Applicable Requirements.** GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this Grant Contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** As required by Texas Government Code, section 2270.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions**

or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this Grant Contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this Grant Contract.

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in

this Grant Contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the

suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.12 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

**11.13 Texas Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

**12.2 Entire Agreement, including All Exhibits.** This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

**12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full

force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

Jefferson County

Printed Name: \_\_\_\_\_  
Office of the Attorney General

Printed Name: Jeff Branick  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT****OAG Contract No. 2003622****EXHIBIT A****Population Size:** Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

<b>Annual Cost for Jail</b>	<b>Annual Cost for Courts</b>	<b>Annual E-Vine Upgrade Cost</b>	<b>MAXIMUM REIMBURSABLE COSTS</b>
\$24,478.16	\$4,068.60	\$1,623.50	\$30,170.26

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.



### Certificate of Completion

Envelope Id: A2408657EA984E41ACC267A91B2AED48  
 Subject: Please DocuSign: FY 2020 SAVNS Grant Award  
 Template ID:  
 Source Envelope:  
 Document Pages: 20  
 Certificate Pages: 7  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Karly Watson  
 PO Box 12548  
 Austin, TX 78711-2548  
 Karly.Watson@oag.texas.gov  
 IP Address: 204.64.50.216

### Record Tracking

Status: Original	Holder: Karly Watson	Location: DocuSign
10/31/2019 3:08:01 PM	Karly.Watson@oag.texas.gov	

### Signer Events

Signer	Event	Timestamp
Jeff Branick fjackson@co.jefferson.tx.us	Accepted: 10/31/2019 3:47:47 PM	Sent: 10/31/2019 3:08:10 PM
	ID: 8456f555-a845-4d5e-b4b9-b7488be608f7	Viewed: 10/31/2019 3:47:47 PM

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/31/2019 3:47:47 PM  
 ID: 8456f555-a845-4d5e-b4b9-b7488be608f7

Melissa Foley  
 Melissa.Foley@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Gene McCleskey  
 Gene.McCleskey@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/14/2019 12:34:26 PM  
 ID: 6a740d16-8742-4c15-ace2-f36a64c991b6

### Financial Litigation - FLD Attorney Review

Signing Group: Financial Litigation - FLD Attorney Review  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Joshua Godbey

Signing Group: Joshua Godbey  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Bruce Williamson  
 Bruce.Williamson@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Mark Penley  
 Mark.Penley@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karly Watson  
 karly.watson@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

FLD Contracts  
 FLDcontracts@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Accounting Contracts  
 acc\_docusign\_contracs@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Joshua Alexander  
 Joshua.Alexander@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamp
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Envelope Sent Hashed/Encrypted 10/31/2019 3:08:10 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Electronic signature**

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

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### **Getting paper copies**

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Office of the Attorney General**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

**To advise Office of the Attorney General of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Office of the Attorney General**

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Office of the Attorney General**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

#### Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

**STATEMENT OF FINANCIAL POSITION**  
**AUGUST 31, 2019**

**CSCD:** Jefferson County

**ASSETS**

CASH	<u>1,138,170.48</u>
ACCOUNTS RECEIVABLE	
Supervision Fees	<u>160,187.60</u>
Due from CJAD	<u></u>
Other	<u>72,034.62</u>
TOTAL ASSETS	<u><b>\$ 1,370,392.70</b></u>

**LIABILITIES**

ACCOUNTS PAYABLE	
Basic Supervision	<u>196,306.27</u>
Community Corrections	<u>181,124.09</u>
Diversion Programs	<u>445,829.53</u>
TAIP	<u></u>
TOTAL LIABILITIES	<u><b>\$ 823,259.89</b></u>

**FUND BALANCES**

Basic Supervision	<u>547,132.81</u>
Community Corrections	<u>-</u>
Diversion Programs	<u>-</u>
TAIP	<u></u>
TOTAL FUND BALANCES	<u><b>\$ 547,132.81</b></u>
TOTAL FUND BALANCES AND LIABILITIES	<u><b>\$ 1,370,392.70</b></u>

Barry Johnson  
 CSCD Director/Grant Recipient (signature)

11/7/2019

DATE

Barry Johnson  
 Fiscal Officer (signature)

11/7/2019

DATE

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** NOVEMBER 7, 2019

---

The following FY 2019 budget transfer for Jail is necessary for additional cost for year-end inventory adjustments.

120-3062-423-3033    Food                    \$41,686

120-3062-423-1095    Education Pay                    \$41,686

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** NOVEMBER 7, 2019

---

The following FY 2019 budget transfer for Indigent Health is necessary for additional cost for year-end inventory adjustments.

120-5079-442-3049	Pharmaceuticals	\$12,200
120-5079-442-1005	Extra Help	\$10,000
120-5079-442-2002	Employees Retirement	\$ 2,200

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE	194.90	465448	
DAWN DONUTS	45.50	465586	240.40**
ROAD & BRIDGE PCT.#1			
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
REPUBLIC SERVICES	76.05	465585	146.05**
ROAD & BRIDGE PCT.#2			
AUDILET TRACTOR SALES	104.40	465382	
CITY OF NEDERLAND	63.86	465391	
EASTEX RUBBER & GASKET	129.12	465398	
ENTERGY	644.55	465407	
MID-COUNTY ALTERNATOR	220.00	465420	
MOTION INDUSTRIES, INC.	161.93	465422	
MUNRO'S	40.00	465424	
OFFICE DEPOT	2.93	465426	
RITTER @ HOME	315.48	465434	
SANITARY SUPPLY, INC.	222.78	465435	
S.E. TEXAS BUILDING SERVICE	346.66	465441	
LOWE'S HOME CENTERS, INC.	1,138.10	465486	
BUMPER TO BUMPER	725.51	465496	
DE LAGE LANDEN PUBLIC FINANCE	90.00	465542	
ASCO	263.87	465562	
REPUBLIC SERVICES	122.69	465585	4,591.88**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	337.04	465384	
CITY OF PORT ARTHUR - WATER DEPT.	78.75	465389	
FARM & HOME SUPPLY	21.57	465401	
GULF COAST AUTOMOTIVE, INC.	252.45	465406	
ENTERGY	328.00	465407	
LOUIS' YAZOO SALES & SERVICE, LLC	104.85	465417	
MUNRO'S	62.70	465424	
S.E. TEXAS BUILDING SERVICE	43.33	465441	
W. JEFFERSON COUNTY M.W.D.	40.32	465454	
LOWE'S HOME CENTERS, INC.	216.82	465486	
TEXAS GAS SERVICE	137.41	465490	
BUMPER TO BUMPER	399.19	465496	
WINDSTREAM	4.99	465508	
DE LAGE LANDEN PUBLIC FINANCE	140.00	465542	
FELIX AAA AUTO & TRUCK PARTS LLC	55.06	465584	
REPUBLIC SERVICES	45.00	465585	
SMITTY'S HAMSHIRE GULF	52.00	465593	
O'REILLY AUTO PARTS	418.39	465613	2,737.87**
ROAD & BRIDGE PCT.#4			
CLASSIC CHEVROLET	217.14	465371	
CITY OF BEAUMONT - LANDFILL	110.00	465381	
BEAUMONT TRACTOR COMPANY	306.00	465384	
M&D SUPPLY	33.17	465418	
MUNRO'S	77.58	465424	
W. JEFFERSON COUNTY M.W.D.	93.71	465454	
UNITED STATES POSTAL SERVICE	16.40	465479	
LD CONSTRUCTION	716.76	465526	
DE LAGE LANDEN PUBLIC FINANCE	229.79	465542	
ASCO	418.98	465562	
REPUBLIC SERVICES	214.79	465585	
O'REILLY AUTO PARTS	100.72	465613	
GULF COAST	52.20	465623	
PIXELS PHOTOGRAPHY & GRAPHICS	200.00	465624	2,787.24**
ENGINEERING FUND			
ESRI - ENVIRONMENTAL SYSTEMS	2,113.74	465373	
DE LAGE LANDEN PUBLIC FINANCE	460.94	465542	
BRADLEY STAFFORD	1,246.11	465559	3,820.79**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
AUDILET TRACTOR SALES	80.25	465382	
CITY OF PORT ARTHUR - WATER DEPT.	64.00	465389	
AT&T	29.80	465443	
W. JEFFERSON COUNTY M.W.D.	43.57	465454	
LOWE'S HOME CENTERS, INC.	70.28	465486	
SPRINT WASTE SERVICES LP	310.80	465567	
			598.70**
GENERAL FUND			
TAX OFFICE			
AT&T	111.51	465443	
UNITED STATES POSTAL SERVICE	1,710.13	465479	
UNITED STATES POSTAL SERVICE	25.65	465480	
DE LAGE LANDEN PUBLIC FINANCE	370.00	465542	
			2,217.29*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	9.27	465479	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
			79.27*
AUDITOR'S OFFICE			
OFFICE DEPOT	174.73	465426	
SOUTHEAST TEXAS WATER	29.95	465442	
UNITED STATES POSTAL SERVICE	9.71	465479	
SHI GOVERNMENT SOLUTIONS, INC.	527.16	465482	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
INSIGHT PUBLIC SECTOR INC	306.04	465569	
			1,117.59*
COUNTY CLERK			
OFFICE DEPOT	680.65	465426	
CDW COMPUTER CENTERS, INC.	100.76	465462	
UNITED STATES POSTAL SERVICE	226.83	465479	
UNITED STATES POSTAL SERVICE	50.10	465480	
DE LAGE LANDEN PUBLIC FINANCE	600.00	465542	
KOFILE TECHNOLOGIES INC	23,317.75	465547	
			24,976.09*
COUNTY JUDGE			
OFFICE DEPOT	189.40	465426	
UNITED STATES POSTAL SERVICE	50	465479	
THE YOES LAW FIRM, LLP	500.00	465501	
FRED JACKSON	129.92	465523	
GRACE NICHOLS	450.00	465525	
HARVEY L WARREN III	1,800.00	465529	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
JOSHUA C HEINZ	500.00	465555	
JAN GIROUARD & ASSOCIATES LLC	200.00	465591	
			3,839.82*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	17.68	465479	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
			87.68*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	171.42	465479	
DE LAGE LANDEN PUBLIC FINANCE	331.89	465542	
			503.31*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	537.13	465427	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	465542	
			1,737.13*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	45.64	465479	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
			115.64*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	465447	
INTERFACE EAP	1,354.05	465457	
ADVANCED STAFFING	97.50	465459	
VERIZON WIRELESS	303.92	465476	
DE LAGE LANDEN PUBLIC FINANCE	452.82	465542	
EMERGENCY POWER SERVICE	2,082.50	465549	
SPOK INC	3.00	465572	
DATA PROCESSING			6,993.79*
DELL MARKETING L.P.	6,909.24	465395	
DAVID A. DOMINGUEZ	861.95	465396	
OFFICE DEPOT	152.39	465426	
JEFFERSON COUNTY CREDIT CARDS	68.18	465535	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
SPOK INC	12.14	465572	
FAITH TECHNOLOGIES INC	5,300.00	465578	
VOTERS REGISTRATION DEPT			13,373.90*
UNITED STATES POSTAL SERVICE	130.68	465479	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
ELECTIONS DEPARTMENT			200.68*
UNITED STATES POSTAL SERVICE	12.65	465479	
ELECTION ADMINISTRATION REPORT	219.00	465483	
DE LAGE LANDEN PUBLIC FINANCE	271.65	465542	
PV RENTALS LLC	628.03	465588	
DISTRICT ATTORNEY			1,131.33*
CASH ADVANCE ACCOUNT	50.00	465416	
UNITED STATES POSTAL SERVICE	156.02	465479	
MCM ELEGANTE HOTEL	110.40	465503	
DE LAGE LANDEN PUBLIC FINANCE	480.00	465542	
TRANSUNION RISK AND ALTERNATIVE	180.00	465575	
DISTRICT CLERK			976.42*
UNITED STATES POSTAL SERVICE	335.43	465479	
JEFFERSON COUNTY CREDIT CARDS	43.95	465535	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
CRIMINAL DISTRICT COURT			449.38*
DAVID GROVE	8,750.00	465377	
JACK LAWRENCE	772.85	465378	
DAVID W BARLOW	4,375.00	465383	
DONALD W. DUESLER & ASSOC.	8,750.00	465397	
OFFICE DEPOT	161.13	465426	
KEVIN PAULA SEKALY PC	8,750.00	465437	
KEVIN S. LAINE	2,437.50	465460	
UNITED STATES POSTAL SERVICE	.41	465479	
DE LAGE LANDEN PUBLIC FINANCE	441.64	465542	
58TH DISTRICT COURT			34,438.53*
LEXIS-NEXIS	76.00	465481	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
60TH DISTRICT COURT			146.00*
UNITED STATES POSTAL SERVICE	.50	465479	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
136TH DISTRICT COURT			70.50*
LEXIS-NEXIS	76.00	465481	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
172ND DISTRICT COURT			146.00*

NAME	AMOUNT	CHECK NO.	TOTAL
HOLLY GIFFIN	165.00	465455	
UNITED STATES POSTAL SERVICE	7.30	465479	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
252ND DISTRICT COURT			242.30*
TODD W LEBLANC	900.00	465375	
DAVID W BARLOW	4,375.00	465383	
WENDELL RADFORD	900.00	465431	
MIKE VAN ZANDT	8,750.00	465451	
KEVIN S. LAINE	2,437.50	465460	
CHARLES ROJAS	1,400.00	465465	
UNITED STATES POSTAL SERVICE	127.74	465479	
ALLEN PARKER	8,750.00	465528	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
ALEX BILL III	900.00	465543	
BRITTANIE HOLMES	8,750.00	465558	
WILLIAM MARCUS WILKERSON	800.00	465560	
THOMAS WILLIAM KELLEY	8,750.00	465619	
279TH DISTRICT COURT			46,910.24*
PHILLIP DOWDEN	150.00	465380	
NATHAN REYNOLDS, JR.	500.00	465433	
JONATHAN L. STOVALL	100.00	465537	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
ALICIA K HALL	100.00	465550	
BRITTANIE HOLMES	100.00	465558	
WILLIAM MARCUS WILKERSON	100.00	465560	
BRYAN E MCEACHERN PC	1,000.00	465565	
MELANIE AIREY	100.00	465577	
317TH DISTRICT COURT			2,220.00*
DAVID GROVE	450.00	465377	
JACK LAWRENCE	1,050.00	465378	
PHILLIP DOWDEN	625.00	465380	
THOMAS J. BURBANK PC	325.00	465386	
MARVA PROVO	325.00	465429	
ANITA F. PROVO	1,000.00	465430	
KEVIN PAULA SEKALY PC	1,025.00	465437	
KEVIN S. LAINE	350.00	465460	
CHARLES ROJAS	150.00	465465	
UNITED STATES POSTAL SERVICE	4.50	465479	
JOEL WEBB VAZQUEZ	1,000.00	465495	
JUDY PAASCH	2,465.42	465497	
TONYA CONNELL TOUPS	225.00	465515	
ALLEN PARKER	575.00	465528	
P DEAN BRINKLEY	150.00	465533	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
ALICIA K HALL	300.00	465550	
ACCO BRANDS DIRECT	151.46	465563	
MATUSKA LAW FIRM	150.00	465568	
TARA SHELANDER	525.00	465571	
MELANIE AIREY	600.00	465577	
T PHILLIP BRENT	300.00	465590	
LAW OFFICE OF SOLOMON FREIMUTH	1,050.00	465601	
JUSTICE COURT-PCT 1 PL 1			12,866.38*
UNITED STATES POSTAL SERVICE	20.29	465479	
DE LAGE LANDEN PUBLIC FINANCE	90.00	465542	
JUSTICE COURT-PCT 1 PL 2			110.29*
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
JUSTICE COURT-PCT 4			70.00*
DE LAGE LANDEN PUBLIC FINANCE	90.00	465542	
JUSTICE COURT-PCT 6			90.00*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	37.74 70.00	465479 465542	107.74*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	67.05 70.00	465480 465542	137.05*
COUNTY COURT AT LAW NO.1			
JEFFERSON COUNTY CREDIT CARDS DE LAGE LANDEN PUBLIC FINANCE	61.64 245.92	465535 465542	307.56*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC EDWARD B. GRIPON, M.D., P.A. NATHAN REYNOLDS, JR. JOHN D WEST UNITED STATES POSTAL SERVICE ANTOINE FREEMAN DE LAGE LANDEN PUBLIC FINANCE MATUSKA LAW FIRM THE SAMUEL FIRM, PLLC	250.00 595.00 250.00 250.00 3.30 250.00 70.00 300.00 300.00	465375 465405 465433 465466 465479 465517 465542 465568 465620	2,268.30*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE THOMAS J. BURBANK PC A. MARK FAGGARD TEXAS ASSN. FOR COURT ADMINISTRATIO UNITED STATES POSTAL SERVICE LANGSTON ADAMS DE LAGE LANDEN PUBLIC FINANCE	300.00 250.00 1,000.00 75.00 6.68 800.00 70.00	465377 465386 465400 465445 465479 465488 465542	2,501.68*
COURT MASTER			
RICHARD D. HUGHES UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	2,250.00 .50 70.00	465411 465479 465542	2,320.50*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	1.24 70.00	465479 465542	71.24*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	465542	280.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND EQUINE MEDICINE & SURGERY FAST SIGNS, INC. GT DISTRIBUTORS, INC. ENTERGY CASH ADVANCE ACCOUNT AT&T CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE FIVE STAR FEED TDATA, INC SIMCOM TRAINING CENTER ICS JEFFERSON COUNTY CREDIT CARDS DE LAGE LANDEN PUBLIC FINANCE TEXAS ASSOC OF HOSTAGE NEGOTIATORS RITA HURT GALLS LLC REPUBLIC SERVICES VECTOR SECURITY FANNETT VETERINARY CLINIC	29.28 28.00 9.00 384.35 731.84 909.80 34.57 144.64 1,233.94 46.00 299.00 8,800.00 329.00 341.85 800.00 40.00 1,925.00 708.78 45.00 116.55 410.99	465391 465399 465402 465404 465407 465416 465443 465462 465479 465492 465500 465502 465514 465535 465542 465545 465548 465580 465585 465599 465610	17,367.59*
CRIME LABORATORY			

NAME	AMOUNT	CHECK NO.	TOTAL
AGILENT TECHNOLOGIES	249.00	465379	
FISHER SCIENTIFIC	393.20	465403	
CASH ADVANCE ACCOUNT	1,405.92	465416	
OFFICE DEPOT	351.05	465426	
RESTEK CORPORATION	49.60	465432	
HENRY SCHEIN, INC.	279.54	465436	
SOUTHEAST TEXAS WATER	79.90	465442	
SPECTRUM CORPORATION	699.06	465516	
LIPOMED	38.00	465532	
JEFFERSON COUNTY CREDIT CARDS	865.90	465535	
QUALTRAX COMPLIANCE SOFTWARE	7,531.80	465536	
DE LAGE LANDEN PUBLIC FINANCE	90.00	465542	
VECTOR SECURITY	640.80	465599	
FULL SPECTRUM ANALYTICS, INC	17,942.50	465612	
AIRGAS USA, LLC	1,215.88	465615	
<b>JAIL - NO. 2</b>			<b>31,832.15*</b>
ENTERGY	25,894.18	465407	
SOUTHERN TIRE MART, LLC	107.00	465458	
SHI GOVERNMENT SOLUTIONS, INC.	527.16	465482	
LOWE'S HOME CENTERS, INC.	73.40	465486	
JEFFERSON COUNTY CREDIT CARDS	115.22	465535	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	465542	
REPUBLIC SERVICES	3,616.38	465585	
<b>JUVENILE PROBATION DEPT.</b>			<b>31,613.34*</b>
CHERYL TARVER	104.40	465456	
UNITED STATES POSTAL SERVICE	5.92	465479	
SHANNA CITIZEN	63.22	465487	
LYNN BIERHALTER	150.80	465507	
DE LAGE LANDEN PUBLIC FINANCE	140.00	465542	
ROXANA MITCHELL	215.18	465583	
SUMMER KENNISON	183.86	465595	
SHERONDA WHEELER	214.02	465603	
EDWIN JAY FRANK	227.36	465606	
CHARITY HIGHTOWER	108.46	465609	
CHRISTY HUNTER	17.98	465614	
TRISH DAVIS	147.32	465617	
<b>JUVENILE DETENTION HOME</b>			<b>1,578.52*</b>
ENTERGY	4,131.53	465407	
MOORE SERVICE CO., INC.	549.94	465421	
SANITARY SUPPLY, INC.	104.19	465435	
SHERWIN-WILLIAMS	81.95	465440	
AT&T	699.49	465443	
FLOWERS FOODS	42.77	465493	
BEN E KEITH FOODS	2,943.61	465494	
DE LAGE LANDEN PUBLIC FINANCE	229.79	465542	
A1 FILTER SERVICE COMPANY	183.79	465546	
REPUBLIC SERVICES	704.70	465585	
VECTOR SECURITY	322.00	465599	
BIG THICKET PLUMBING INC	127.50	465607	
<b>CONSTABLE PCT 1</b>			<b>10,121.26*</b>
FAST SIGNS, INC.	150.00	465402	
CASH ADVANCE ACCOUNT	218.71	465416	
UNITED STATES POSTAL SERVICE	43.52	465479	
DE LAGE LANDEN PUBLIC FINANCE	323.13	465542	
<b>CONSTABLE-PCT 4</b>			<b>735.36*</b>
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
TRANSUNION RISK AND ALTERNATIVE	1,200.00	465574	
<b>CONSTABLE-PCT 6</b>			<b>1,270.00*</b>
SANITARY SUPPLY, INC.	19.50	465435	
UNITED STATES POSTAL SERVICE	7.42	465479	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	

NAME

AMOUNT

CHECK NO.

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TOTAL

HIGGINBOTHAM INSURANCE AGENCY INC	71.00	465576	167.92*
CONSTABLE PCT. 7			
OFFICE DEPOT	199.99	465426	199.99*
CONSTABLE PCT. 8			
OFFICE DEPOT	101.85	465426	
DE LAGE LANDEN PUBLIC FINANCE	322.93	465542	
ACCO BRANDS DIRECT	49.88	465563	
TND WORKWEAR CO LLC	30.00	465596	
COUNTY MORGUE			504.66*
FORENSIC MEDICAL	72,150.00	465618	
AGRICULTURE EXTENSION SVC			72,150.00*
DE LAGE LANDEN PUBLIC FINANCE	200.00	465542	
DAVID OATES	72.50	465592	
HEALTH AND WELFARE NO. 1			272.50*
OFFICE DEPOT	768.88	465426	
AUSTIN CECIL WALKES MD PA	2,932.58	465453	
MCKESSON MEDICAL-SURGICAL INC	1,399.52	465464	
UNITED STATES POSTAL SERVICE	86.33	465479	
DE LAGE LANDEN PUBLIC FINANCE	372.43	465542	
HEALTH AND WELFARE NO. 2			5,559.74*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	465390	
CLAYBAR FUNERAL HOME, INC.	1,040.00	465392	
O.W. COLLINS APARTMENTS	78.42	465394	
ENTERGY	210.00	465410	
OFFICE DEPOT	6.27	465426	
AUSTIN CECIL WALKES MD PA	2,932.58	465453	
UNITED STATES POSTAL SERVICE	207.95	465480	
HEB CREDIT RECEIVABLES DEPT 308	73.22	465520	
PROCTOR'S MORTUARY INC	1,500.00	465530	
MELANCON'S FUNERAL HOME	1,500.00	465538	
DE LAGE LANDEN PUBLIC FINANCE	140.00	465542	
JACK L MARCUS INC	221.82	465598	
TOCCARA JOHNSON	143.87	465608	
NURSE PRACTITIONER			8,094.13*
MCKESSON MEDICAL-SURGICAL INC	4,193.12	465464	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
LESLIE RIGGS	103.66	465573	
SOPHIA LEBLANC	12.76	465626	
CHILD WELFARE UNIT			4,379.54*
BEAUMONT OCCUPATIONAL SERVICE, INC.	73.95	465484	
SEARS COMMERCIAL CREDIT	2,879.76	465485	
ROSS DRESS FOR LESS, INC.	193.36	465509	
ENVIRONMENTAL CONTROL			3,147.07*
DE LAGE LANDEN PUBLIC FINANCE	323.13	465542	
INDIGENT MEDICAL SERVICES			323.13*
CARDINAL HEALTH 110 INC	24,275.27	465564	
TDS OPERATING INC	302.94	465605	
MAINTENANCE-BEAUMONT			24,578.21*
COBURN SUPPLY COMPANY INC	40.30	465393	
SANITARY SUPPLY, INC.	1,909.88	465435	
ACE IMAGEWEAR	175.68	465439	

NAME	AMOUNT	CHECK NO.	
AT&T	407.52	465443	
CENTERPOINT ENERGY RESOURCES CORP	365.58	465498	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
REPUBLIC SERVICES	2,114.10	465585	
AT&T	16,124.47	465589	
REXEL USA INC	76.95	465604	
			21,284.48*
MAINTENANCE-PORT ARTHUR			
UNITED STATES POSTAL SERVICE	11.20	465480	
DE LAGE LANDEN PUBLIC FINANCE	140.00	465542	
			151.20*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	20.65	465391	
COBURN SUPPLY COMPANY INC	124.89	465393	
ENTERGY	2,297.96	465407	
RITTER @ HOME	11.47	465434	
ACE IMAGEWEAR	70.16	465439	
S.E. TEXAS BUILDING SERVICE	4,008.33	465441	
AT&T	719.91	465443	
W. JEFFERSON COUNTY M.W.D.	72.24	465454	
LOWE'S HOME CENTERS, INC.	33.24	465486	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	247.55	465579	
REPUBLIC SERVICES	92.10	465585	
			7,768.50*
SERVICE CENTER			
J.K. CHEVROLET CO.	561.83	465413	
THE MUFFLER SHOP	91.00	465423	
MUNRO'S	193.78	465424	
OFFICE DEPOT	203.23	465426	
PHILPOTT MOTORS, INC.	141.09	465428	
FASTENAL	109.54	465461	
JEFFERSON CTY. TAX OFFICE	7.50	465467	
JEFFERSON CTY. TAX OFFICE	7.50	465468	
JEFFERSON CTY. TAX OFFICE	7.50	465469	
JEFFERSON CTY. TAX OFFICE	16.75	465470	
JEFFERSON CTY. TAX OFFICE	7.50	465471	
JEFFERSON CTY. TAX OFFICE	7.50	465472	
JEFFERSON CTY. TAX OFFICE	7.50	465473	
JEFFERSON CTY. TAX OFFICE	7.50	465474	
JEFFERSON CTY. TAX OFFICE	7.50	465475	
VOYAGER FLEET SYSTEM, INC.	23,073.88	465491	
BUMPER TO BUMPER	359.74	465496	
AIRPORT GULF TOWING LLC	250.00	465505	
ROBERT'S TEXACO XPRESS LUBE	91.00	465524	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
MIGHTY OF SOUTHEAST TEXAS	242.76	465544	
SPANKY'S WRECKER SERVICE INC	150.00	465552	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	465581	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	465582	
REPUBLIC SERVICES	122.69	465585	
			25,752.29*
VETERANS SERVICE			
HILARY GUEST	106.60	465489	
DE LAGE LANDEN PUBLIC FINANCE	240.00	465542	
			346.60*
MOSQUITO CONTROL FUND			432,301.81**
ENTERGY	600.88	465407	
MUNRO'S	41.48	465424	
AT&T	33.17	465443	
TIME WARNER COMMUNICATIONS	97.61	465446	
UNITED PARCEL SERVICE	13.53	465450	
PARKER LUMBER	163.00	465531	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	
REPUBLIC SERVICES	122.69	465585	
			1,142.36**
FEMA EMERGENCY			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT TRACTOR COMPANY	74,949.00	465385	
VULCAN MATERIALS CO.	3,158.60	465452	
JEFFERSON COUNTY CREDIT CARDS	4,329.57	465535	
REPUBLIC SERVICES	3,420.00	465585	
SAF-T-BOX	471.25	465600	
GULF COAST	52.20	465623	
LATERAL ROADS- PRECINCT 4			86,380.62**
GULF COAST	28.80	465623	28.80**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	70.00**
J.C. FAMILY TREATMENT			
PATRICIA PETERS	1,423.50	465587	1,423.50**
LAW LIBRARY FUND			
LEXIS-NEXIS	401.00	465481	
DE LAGE LANDEN PUBLIC FINANCE	70.00	465542	471.00**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	47.01	465535	47.01**
JUVENILE PROB & DET. FUND			
MEL W. SHELANDER	300.00	465438	300.00**
GRANT A STATE AID			
HAYS COUNTY JUVENILE CENTER	107.00	465513	107.00**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	198.44	465426	
UNITED STATES POSTAL SERVICE	74.38	465479	
UNITED STATES POSTAL SERVICE	182.00	465480	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	465518	
JEFFERSON COUNTY CREDIT CARDS	225.00	465535	7,644.82**
JEFF. CO. WOMEN'S CENTER			
TDCJ - CASHIERS OFFICE	309,345.84	465387	
KIM MCKINNEY, LPC, LMFT	375.00	465419	
SYSKO FOOD SERVICES, INC.	2,673.30	465444	
TOWER COMMUNICATIONS, INC.	60.00	465477	
BEN E KEITH FOODS	1,443.95	465494	
MELODY C ANTOON RN	5,255.00	465510	
DE LAGE LANDEN PUBLIC FINANCE	140.00	465542	
SAM'S CLUB DIRECT	177.86	465556	
WASTEWATER TRANSPORT SERVICES LLC	248.00	465570	
SPOK INC	16.50	465572	
REPUBLIC SERVICES	150.26	465585	
COTTON CARGO	205.00	465622	320,090.71**
MENTALLY IMPAIRED OFFEND.			
TDCJ - CASHIERS OFFICE	14,954.92	465387	
CASH ADVANCE ACCOUNT	539.35	465416	15,494.27**
COMMUNITY CORRECTIONS PRG			
TDCJ - CASHIERS OFFICE	159,554.34	465387	
DE LAGE LANDEN PUBLIC FINANCE	90.00	465542	159,644.34**
DRUG DIVERSION PROGRAM			
TDCJ - CASHIERS OFFICE	18,072.17	465387	
OFFICE DEPOT	209.99	465426	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	80.00	465542	17,942.18**
LAW OFFICER TRAINING GRT			
CASH ADVANCE ACCOUNT	2,810.40	465416	
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	465521	
B&H PHOTO VIDEO PRO AUDIO	57.67	465557	
COUNTY CLERK - RECORD MGT			2,903.07**
ULINE SHIPPING SUPPLY SPECIALI	1,923.66	465449	
COUNTY CLK RECORDS ARCHIV			1,923.66**
KOFILE TECHNOLOGIES INC	25,000.00	465547	
DRUG INTERVENTION COURT			25,000.00**
INTOXIMETERS, INC.	1,221.00	465412	
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	1,680.00	465415	
SANITARY SUPPLY, INC.	219.24	465435	
LAND MANOR, INC.	1,850.00	465463	
REDWOOD TOXICOLOGY LABORATORY	1,968.75	465512	
COUNTY RECORDS MANAGEMENT			6,938.99**
UNITED STATES POSTAL SERVICE	7.70	465479	
HOTEL OCCUPANCY TAX FUND			7.70**
SCIENCE ENGINEERING, INC.	937.75	465372	
N&T CONSTRUCTION COMPANY, INC.	131,309.50	465374	
CITY OF BEAUMONT - WATER DEPT.	202.29	465388	
M&D SUPPLY	85.97	465418	
MUNRO'S	119.51	465424	
AT&T	189.44	465443	
UNITED STATES POSTAL SERVICE	27.20	465479	
ATTABOY TERMIT & PEST CONTROL	55.00	465527	
DE LAGE LANDEN PUBLIC FINANCE	315.00	465542	
REPUBLIC SERVICES	122.69	465585	
GRINNELL COMPUTERS	65.00	465594	
VICTORIA RHODES	140.94	465625	
DISTRICT CLK RECORDS MGMT			133,570.29**
DE LAGE LANDEN PUBLIC FINANCE	140.00	465542	
CAPITAL PROJECTS FUND			140.00**
LJA ENGINEERING INC	195.00	465551	
COASTAL RESTORATION PRJCT			195.00**
MK CONSTRUCTORS	636,319.35	465554	
AIRPORT FUND			636,319.35**
SPIDLE & SPIDLE	1,343.76	465376	
BEAUMONT TRACTOR COMPANY	767.19	465384	
ENTERGY	10,215.41	465409	
SANITARY SUPPLY, INC.	536.11	465435	
UNITED STATES POSTAL SERVICE	1.41	465479	
LOWE'S HOME CENTERS, INC.	97.18	465486	
DISH NETWORK	103.08	465511	
ROSENBAUER FIREFIGHTING TECHNOLOGY	80.30	465522	
JEFFERSON COUNTY CREDIT CARDS	613.76	465535	
DE LAGE LANDEN PUBLIC FINANCE	140.00	465542	
ADVANCE AUTO PARTS	3.47	465561	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	164.98	465566	
GALLS LLC	110.00	465580	
REPUBLIC SERVICES	991.97	465585	
WAUKESHA-PEARCE INDUSTRIES LLC	2,808.40	465597	
US FLAG AND FLAGPOLE SUPPLY	388.69	465611	

NAME

AMOUNT

CHECK NO.

TOTAL

TITAN AVIATION FUELS THE HOME DEPOT PRO	36,048.01 832.82	465616 465621	55,246.54**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY RELIANCE STANDARD LIFE INSURANCE EXPRESS SCRIPTS INC	22,443.83 5,768.36 71,094.50	465504 465506 465602	99,306.69**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL REPUBLIC SERVICES	1,652.00 730.00	465553 465585	2,382.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,884.59	465499	2,884.59**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,360.00	465519	2,360.00**
MARINE DIVISION			
ENTERGY JACK BROOKS REGIONAL AIRPORT	79.37 446.16	465407 465414	525.53** 2,027,714.76***

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

DAWN DONUTS

91.00

465343

91.00\*\*

ROAD &amp; BRIDGE PCT.#1

LOUIS' YAZOO SALES & SERVICE, LLC  
AT&T  
SOUTHERN TIRE MART, LLC  
GULF COAST356.90  
66.26  
193.90  
710.10465205  
465231  
465249  
465368

1,327.16\*\*

ROAD &amp; BRIDGE PCT.#2

SPIDLE & SPIDLE  
ENTERGY  
MUNRO'S  
SANITARY SUPPLY, INC.4,172.80  
157.96  
20.00  
82.42465168  
465197  
465211  
465224

4,433.18\*\*

ROAD &amp; BRIDGE PCT. # 3

ABLE FASTENER, INC.  
SPIDLE & SPIDLE  
BEAUMONT TRACTOR COMPANY  
CERTIFIED LABORATORIES  
DYNAMIC POWER SYSTEM, INC.  
FARM & HOME SUPPLY  
GULF COAST AUTOMOTIVE, INC.  
MUNRO'S  
ROMERO GLASS CO.  
AT&T  
TRI-CITY FASTENER & SUPPLY  
MATHESON TRI-GAS  
FASTENAL  
WESTEND HARDWARE CO  
LOWE'S HOME CENTERS, INC.  
NORTHERN TOOL AND EQUIPMENT  
ASCO455.69  
2,195.40  
106.00  
1,429.45  
10.70  
131.12  
120.34  
62.70  
338.50  
75.47  
66.50  
233.90  
186.24  
166.01  
13.76  
2,217.07  
11,000.00465165  
465168  
465172  
465176  
465186  
465190  
465195  
465211  
465223  
465231  
465242  
465244  
465251  
465269  
465273  
465321  
465329

18,808.85\*\*

ROAD &amp; BRIDGE PCT.#4

SPIDLE & SPIDLE  
CITY OF BEAUMONT - WATER DEPT.  
ENTERGY  
H.D. INDUSTRIES, INC.  
M&D SUPPLY  
MUNRO'S  
SANITARY SUPPLY, INC.  
UNITED STATES POSTAL SERVICE  
EQUIPMENT DEPOT  
LANSDOWNE-MOODY CO  
ON TIME TIRE  
SAM'S CLUB DIRECT  
O'REILLY AUTO PARTS4,155.51  
25.54  
941.03  
104.06  
46.25  
379.08  
795.76  
7.83  
276.48  
369.79  
205.00  
212.95  
171.09465168  
465177  
465197  
465199  
465206  
465211  
465224  
465264  
465287  
465288  
465324  
465325  
465358

7,264.47\*\*

PARKS &amp; RECREATION

ENTERGY  
WESTEND HARDWARE CO  
LOWE'S HOME CENTERS, INC.  
KNIFE RIVER302.02  
11.22  
17.61  
284.23465197  
465269  
465273  
465293

615.08\*\*

GENERAL FUND

TAX OFFICE

THE EXAMINER  
OFFICE DEPOT  
ACE IMAGEWEAR  
CDW COMPUTER CENTERS, INC.  
UNITED STATES POSTAL SERVICE  
ROCHESTER ARMORED CAR CO INC  
VECTOR SECURITY5,925.00  
878.33  
23.55  
864.00  
504.55  
378.40  
115.00465189  
465215  
465227  
465252  
465264  
465314  
465349

8,688.83\*

COUNTY HUMAN RESOURCES

NAME	AMOUNT	CHECK NO.	TOTAL
PRE CHECK, INC. UNITED STATES POSTAL SERVICE	336.50 .41	465256 465264	336.91*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	.82	465264	.82*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	233.92	465264	233.92*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE KIMBERLY PHELAN, P.C. J.T. HAYNES JERRY JOHN BRAGG P DEAN BRINKLEY SNIDER LAW FIRM PLLC JAMES M BLACK	10.21 500.00 500.00 500.00 500.00 500.00 500.00	465264 465285 465286 465305 465313 465336 465360	3,010.21*
RISK MANAGEMENT			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	244.80 1.30	465215 465264	246.10*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	171.13	465264	171.13*
PRINTING DEPARTMENT			
BOSWORTH PAPER	1,005.25	465173	1,005.25*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC. UNITED STATES POSTAL SERVICE TEXAS PUBLIC PURCHASING ASSOCIATION	2,201.53 60.21 375.00	465219 465264 465299	2,636.74*
GENERAL SERVICES			
TIME WARNER COMMUNICATIONS ADVANCED STAFFING CROWN CASTLE INTERNATIONAL ROCHESTER ARMORED CAR CO INC	627.65 78.00 1,591.26 5,491.37	465235 465250 465280 465314	7,788.28*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE AMG PRINTING & MAILING LLC	109.76 35,326.96	465264 465350	35,436.72*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE ENTERPRISE RENT-A-CAR	13.80 232.72	465264 465298	246.52*
DISTRICT ATTORNEY			
DELL MARKETING L.P. CASH ADVANCE ACCOUNT PATRICK KNAUTH OFFICE DEPOT TDCAA BOOK ORDERS UNITED STATES POSTAL SERVICE SHI GOVERNMENT SOLUTIONS, INC. SCANSTAT TECHNOLOGIES THOMSON REUTERS-WEST	187.59 716.96 59.28 760.39 371.00 209.69 1,581.48 205.15 517.65	465184 465202 465204 465215 465233 465264 465267 465312 465331	4,609.19*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	351.92	465264	351.92*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	800.00	465166	
CRYSTY SMITH	640.20	465175	
NATHAN REYNOLDS, JR.	1,100.00	465221	
BRUCE N. SMITH	900.00	465228	
UNITED STATES POSTAL SERVICE	.82	465264	
JOEL WEBB VAZQUEZ	900.00	465283	
JASON ROBERT NICKS	1,600.00	465306	
JAMES R. MAKIN, P.C.	800.00	465319	
ALEX BILL III	900.00	465320	
TURK LAW FIRM	900.00	465326	
172ND DISTRICT COURT			8,541.02*
OFFICE DEPOT	393.08	465215	
252ND DISTRICT COURT			393.08*
UNITED STATES POSTAL SERVICE	25.98	465264	
FORENSIC BIOINFORMATIC SERVICES INC	3,750.00	465370	
279TH DISTRICT COURT			3,775.98*
UNITED STATES POSTAL SERVICE	.41	465264	
GLEN M. CROCKER	150.00	465268	
KIMBERLY PHELAN, P.C.	200.00	465285	
JONATHAN L. STOVALL	200.00	465316	
ALICIA K HALL	100.00	465323	
WILLIAM FORD DISHMAN	100.00	465334	
LAW OFFICE OF SOLOMON FREIMUTH	100.00	465351	
317TH DISTRICT COURT			850.41*
OFFICE DEPOT	92.87	465215	
UNITED STATES POSTAL SERVICE	.50	465264	
JUSTICE COURT-PCT 1 PL 1			93.37*
UNITED STATES POSTAL SERVICE	55.18	465264	
JUSTICE COURT-PCT 1 PL 2			55.18*
OFFICE DEPOT	806.04	465215	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	465339	
JUSTICE COURT-PCT 6			877.04*
UNITED STATES POSTAL SERVICE	35.82	465264	
JUSTICE COURT-PCT 7			35.82*
AT&T	33.14	465231	
JUSTICE OF PEACE PCT. 8			33.14*
OFFICE DEPOT	627.75	465215	
TEXAS STATE UNIVERSITY SAN MARS	1,095.00	465230	
THOMSON REUTERS-WEST	376.00	465331	
COUNTY COURT AT LAW NO.1			2,098.75*
OFFICE DEPOT	279.55	465215	
CAROLYN MARKS JOHNSON	731.79	465261	
UNITED STATES POSTAL SERVICE	1.82	465264	
COUNTY COURT AT LAW NO. 2			1,013.16*
THOMAS J. BURBANK PC	250.00	465174	
PETER DOYLE	250.00	465185	
MARVA PROVO	250.00	465220	
NATHAN REYNOLDS, JR.	750.00	465221	
CHARLES ROJAS	325.00	465254	
UNITED STATES POSTAL SERVICE	20.60	465264	
ANTOINE FREEMAN	250.00	465296	

NAME	AMOUNT	CHECK NO.	TOTAL
JARED GILTHORPE	500.00	465338	2,595.60*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	250.00	465174	
UNITED STATES POSTAL SERVICE	6.59	465264	256.59*
COURT MASTER			
JUDGE LARRY GIST	5,652.82	465193	5,652.82*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.88	465264	2.88*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	29.28	465179	
DELL MARKETING L.P.	486.38	465184	
EQUINE MEDICINE & SURGERY	182.00	465188	
FED EX	50.65	465191	
CASH ADVANCE ACCOUNT	874.59	465202	
OFFICE DEPOT	522.97	465215	
AT&T	313.81	465231	
CDW COMPUTER CENTERS, INC.	2,673.30	465252	
UNITED STATES POSTAL SERVICE	1,444.80	465264	
BEAUMONT OCCUPATIONAL SERVICE, INC.	349.50	465270	
FIVE STAR FEED	39.99	465279	
SILSBEE FORD INC	238.83	465335	
GALLS LLC	85.49	465340	
THE MONOGRAM SHOP	47.00	465348	
RWB TOOLS, LLC	198.95	465366	
CRIME LABORATORY			7,537.54*
FED EX	74.98	465191	
FISHER SCIENTIFIC	967.47	465192	
CASH ADVANCE ACCOUNT	1,050.15	465202	
VERIZON WIRELESS	75.98	465260	
CAYMAN CHEMICAL COMPANY	226.00	465307	
LEE BIOSOLUTIONS INC	642.00	465327	
STERICYCLE, INC	70.00	465356	
AIRGAS USA, LLC	187.61	465361	
STERICYCLE ENVIRONMENTAL SOLUTIONS	3,155.68	465362	
JAIL - NO. 2			6,449.87*
AVIALL	1,046.50	465170	
BOB BARKER CO., INC.	371.30	465171	
ECOLAB	569.90	465187	
W.W. GRAINGER, INC.	1,200.78	465194	
ISI COMMERCIAL REFRIGERATION	26.50	465200	
JACK BROOKS REGIONAL AIRPORT	738.90	465201	
KIRKSEY'S SPRINT PRINTING	24.95	465203	
M&D SUPPLY	237.43	465206	
MCNEILL INSURANCE AGENCY	71.00	465209	
NOACK LOCKSMITH	220.44	465212	
OFFICE DEPOT	167.16	465215	
RITTER @ HOME	302.94	465222	
SANITARY SUPPLY, INC.	145.56	465224	
SETZER HARDWARE, INC.	94.40	465226	
AT&T	1,003.50	465231	
WHOLESALE ELECTRIC SUPPLY CO.	32.75	465247	
LOWE'S HOME CENTERS, INC.	127.07	465273	
WORLD FUEL SERVICES	380.80	465304	
CONSTELLATION NEWENERGY - GAS DIVIS	1,009.61	465328	
MATERA PAPER COMPANY INC	136.00	465330	
GALLS LLC	1,708.90	465340	
3L PRINTING COMPANY	25.00	465344	
TURBINE AIRCRAFT COMPONENTS LLC	60.00	465346	
TND WORKWEAR CO LLC	30.00	465347	
CORRHEALTH LLC	360,387.91	465354	
US CORRECTIONS LLC	856.50	465364	

NAME	AMOUNT	CHECK NO.	TOTAL
TRINITY SERVICES GROUP INC PEVETOS CUSTOM PAINTS	42,162.36 5,850.00	465367 465369	418,988.16*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	10.38	465264	10.38*
JUVENILE DETENTION HOME			
OVERHEAD DOOR CO. FLOWERS FOODS BEN E KEITH FOODS BIG THICKET PLUMBING INC STERICYCLE, INC	543.95 119.93 3,067.88 150.00 35.00	465216 465281 465282 465355 465356	3,916.76*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE TND WORKWEAR CO LLC	38.80 265.00	465264 465347	303.80*
CONSTABLE-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	315.00	465230	315.00*
CONSTABLE-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS UNITED STATES POSTAL SERVICE	1,890.00 21.12	465230 465264	1,911.12*
CONSTABLE PCT. 7			
OFFICE DEPOT AT&T	48.97 33.12	465215 465231	82.09*
CONSTABLE PCT. 8			
OFFICE DEPOT	12.02	465215	12.02*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	10,350.00	465308	10,350.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT TEXAS GARDENER MAGAZINE, INC.	671.99 24.95	465215 465241	696.94*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC. COMMUNITY FUNERAL CHAPEL, INC. MERCY FUNERAL HOME OFFICE DEPOT PETTY CASH - N C WELFARE MCKESSON MEDICAL-SURGICAL INC UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC STERICYCLE, INC	7,280.00 1,500.00 3,250.00 199.23 138.20 538.32 92.30 3,000.00 35.00	465180 465183 465210 465215 465217 465253 465264 465309 465356	16,033.05*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT. CLAYBAR FUNERAL HOME, INC. ENTERGY AT&T TIME WARNER COMMUNICATIONS MCKESSON MEDICAL-SURGICAL INC AMERICAN CORPORATE SERVICES MELANCON'S FUNERAL HOME	40.00 1,040.00 70.00 33.14 131.43 1,011.06 136.25 1,500.00	465178 465181 465198 465231 465237 465253 465297 465318	3,961.88*
NURSE PRACTITIONER			
STERICYCLE, INC	35.00	465356	35.00*
CHILD WELFARE UNIT			

NAME	AMOUNT	CHECK NO.	TOTAL
J.C. PENNEY'S SEARS COMMERCIAL CREDIT S&M FAMILY OUTLET ROSS DRESS FOR LESS, INC.	4,320.25 1,082.74 150.00 326.05	465271 465272 465274 465291	5,879.04*
ENVIRONMENTAL CONTROL			
AT&T	33.15	465231	33.15*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	91,967.30	465333	91,967.30*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT. COBURN SUPPLY COMPANY INC ECOLAB ENTERGY RITTER @ HOME ACE IMAGEWEAR AT&T TIME WARNER COMMUNICATIONS TOTAL SAFETY, INC. FIRETROL PROTECTION SYSTEMS, INC. NEDERLAND FRAME SHOP A1 FILTER SERVICE COMPANY CINTAS CORPORATION REXEL USA INC	14,034.01 459.36 419.90 38,129.14 314.88 212.98 6,123.18 76.49 690.00 1,042.00 67.80 732.70 51.77 115.31	465177 465182 465187 465197 465222 465227 465231 465240 465255 465300 465310 465322 465345 465353	62,469.52*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT. NOACK LOCKSMITH AT&T TIME WARNER COMMUNICATIONS LOWE'S HOME CENTERS, INC. TEXAS GAS SERVICE D&H ELECTRICAL SERVICES PARKER LUMBER MARTIN MARIETTA MATERIALS KWP TELECOM LLC LAKE COUNTRY CHEVROLET, INC.	643.05 3.00 1,424.18 93.32 32.26 298.54 712.50 86.26 1,044.00 650.00 52,067.00	465178 465212 465231 465236 465273 465277 465289 465311 465341 465342 465357	57,054.11*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND ENTERGY RITTER @ HOME LOWE'S HOME CENTERS, INC.	213.90 384.79 4.38 110.11	465179 465197 465222 465273	713.18*
SERVICE CENTER			
ACTION AUTO GLASS JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE SILSBEE FORD INC	279.45 7.50 7.50 7.50 476.37	465167 465257 465258 465259 465335	778.32*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE HILARY GUEST	2.50 106.60	465264 465275	109.10*
MOSQUITO CONTROL FUND			780,644.71**
MUNRO'S UNITED PARCEL SERVICE FASTENAL TEXAS COMMISSION ON ENVIRONMENTAL O'REILLY AUTO PARTS	58.48 13.53 201.33 500.00 12.01	465211 465246 465251 465278 465358	785.35**
TOBACCO SETTLEMENT FUND			

NAME

AMOUNT

CHECK NO.

TOTAL

JULIE ROGERS "GIFT OF LIFE" PROGRAM	150,000.00	465290	150,000.00**
FEMA EMERGENCY			
SEABREEZE CULVERT, INC.	3,264.00	465225	
SIGNATURE GROUP	83,981.00	465317	
NORTHERN TOOL AND EQUIPMENT	231.88	465321	
SILSBEE FORD INC	75,600.50	465335	
MOBILE MODULAR MANAGEMENT CORP	412.70	465359	
LAW LIBRARY FUND			163,490.08**
LEXIS-NEXIS	1,167.89	465265	
THOMSON REUTERS-WEST	104.00	465331	
EMPG GRANT			1,271.89**
OFFICE DEPOT	61.33	465215	
TIME WARNER COMMUNICATIONS	110.56	465239	
COMMUNITY SUPERVISION FND			171.89**
BOSWORTH PAPER	426.75	465173	
CASH ADVANCE ACCOUNT	1,237.15	465202	
OFFICE DEPOT	1,884.70	465215	
TIME WARNER COMMUNICATIONS	131.43	465238	
UNITED STATES POSTAL SERVICE	107.83	465264	
JCCSC	125.00	465315	
JEFF. CO. WOMEN'S CENTER			3,912.86**
CITY OF BEAUMONT - WATER DEPT.	1,745.62	465177	
ENTERGY	141.91	465197	
ISI COMMERCIAL REFRIGERATION	105.00	465200	
MARKET BASKET	64.47	465207	
KIM MCKINNEY, LPC, LMFT	150.00	465208	
OFFICE DEPOT	138.56	465215	
SYSKO FOOD SERVICES, INC.	1,293.04	465232	
PETTY CASH - RESTITUTION I	46.65	465248	
BEN E KEITH FOODS	2,813.90	465282	
ATTABOY TERMITIC & PEST CONTROL	45.00	465302	
ROCHESTER ARMORED CAR CO INC	123.36	465314	
SAM'S CLUB DIRECT	304.18	465325	
MATERA PAPER COMPANY INC	349.07	465330	
CINTAS CORPORATION	53.26	465345	
LAW OFFICER TRAINING GRT			7,374.02**
CASH ADVANCE ACCOUNT	2,820.40	465202	
OFFICE DEPOT	20.91	465215	
CDW COMPUTER CENTERS, INC.	24.14	465252	
COUNTY CLERK - RECORD MGT			2,865.45**
MANATRON	11,560.85	465294	
DRUG INTERVENTION COURT			11,560.85**
STERICYCLE, INC	140.00	465356	
HOTEL OCCUPANCY TAX FUND			140.00**
THE LABICHE ARCHITECTURAL GROUP	430.25	465169	
M&D SUPPLY	133.52	465206	
MUNRO'S	68.74	465211	
TIME WARNER COMMUNICATIONS	120.58	465234	
ULINE SHIPPING SUPPLY SPECIALI	665.47	465245	
CDW COMPUTER CENTERS, INC.	127.85	465252	
MATERA PAPER COMPANY INC	51.33	465330	
AIRPORT FUND			1,597.74**
CITY OF NEDERLAND	373.80	465179	

NAME	AMOUNT	CHECK NO.	TOTAL
PHILPOTT MOTORS, INC.	35.05	465218	
S.E. TEXAS BUILDING SERVICE	4,246.66	465229	
TRI-CITY COFFEE SERVICE	275.50	465243	
MR. ROOTER PLUMBING	850.00	465262	
LOWE'S HOME CENTERS, INC.	140.23	465273	
DIRECT ENTERTAINMENT	310.00	465292	
UNIFIRST HOLDINGS INC	600.00	465303	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	169.65	465337	
TITAN AVIATION FUELS	17,992.92	465363	24,993.81**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	72,591.69	465352	
NEUROMUSCULAR CORPORATE SOLUTIONS	10,200.00	465365	82,791.69**
WORKER'S COMPENSATION FD			
TRISTRAR RISK MANAGEMENT	3,981.04	465284	3,981.04**
SHERIFF'S FORFEITURE FUND			
MCGRIFF, SEIBELS & WILLIAMS OF TX	24,000.00	465276	24,000.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,455.00	465141	
CLEAT	306.00	465142	
JEFFERSON CTY. TREASURER	15,008.08	465143	
RON STADTMUELLER - CHAPTER 13	339.81	465144	
INTERNAL REVENUE SERVICE	208.00	465145	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,160.00	465146	
JEFFERSON CTY. COMMUNITY SUP.	8,759.90	465147	
JEFFERSON CTY. TREASURER - HEALTH	526,160.75	465148	
JEFFERSON CTY. TREASURER - GENERAL	25.00	465149	
JEFFERSON CTY. TREASURER - PAYROLL	1,771,240.84	465150	
JEFFERSON CTY. TREASURER - PAYROLL	621,952.49	465151	
MONY LIFE INSURANCE OF AMERICA	100.34	465152	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,013.06	465153	
US DEPARTMENT OF EDUCATION	133.03	465154	
JEFFERSON CTY. TREASURER - TCDRS	671,537.49	465155	
JEFFERSON COUNTY TREASURER	2,811.53	465156	
JEFFERSON COUNTY - TREASURER -	7,019.20	465157	
NECHES FEDERAL CREDIT UNION	40,441.60	465158	
JEFFERSON COUNTY - NATIONWIDE	55,217.21	465159	
FMS DMS PIONEER	296.09	465160	
JOHN TALTON	715.38	465161	
BELINDA M ZURITA	230.77	465162	
INVESCO INVESTMENT SERVICES, INC	1,519.99	465163	
TRELLIS COMPANY	808.99	465164	3,744,460.55**
MARINE DIVISION			
CITY OF NEDERLAND	20.65	465179	
SIERRA SPRING WATER CO. - BT	52.47	465266	
MCGRIFF, SEIBELS & WILLIAMS OF TX	25,000.00	465276	
THE DINGO GROUP-PETE JORGENSEN MARI	336.00	465295	
MARK BRYANT SR	235.00	465301	25,644.12**
FY 2018 PORT SECURITY			
THE DINGO GROUP-PETE JORGENSEN MARI	87,925.00	465295	87,925.00**
			5,150,150.79***



## Resolution

STATE OF TEXAS

COUNTY OF JEFFERSON

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§  
§

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at a regular meeting of the Commissioners' Court of Jefferson County, Texas, held on the 12th day of November, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

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

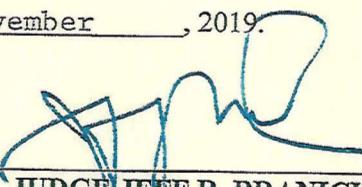
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on September 19, 2019; and

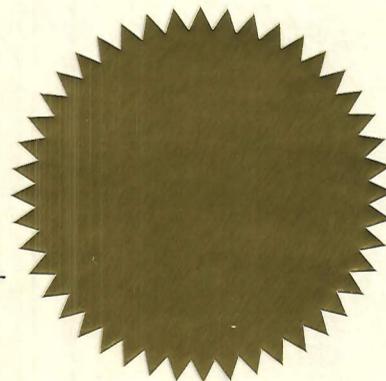
WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

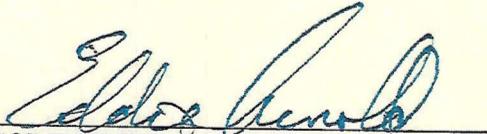
WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Tropical Storm Imelda and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

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 12th day of November, 2019.

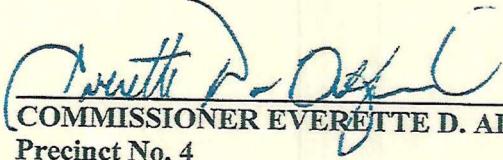
  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# Resolution

STATE OF TEXAS

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§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**A RESOLUTION TO CAST VOTES IN THE ELECTION OF THE BOARD OF DIRECTORS  
OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT FOR THE 2020-2021  
TERM OF OFFICE AS PROVIDED BY SECTION 6.03 (f) OF THE PROPERTY TAX CODE**

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of November, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**RESOLVED** that the County Judge is hereby directed to submit this Resolution to the Chief Appraiser before December 16, 2019.

**RESOLUTION TO CAST VOTES FOR DIRECTOR FOR THE BOARD OF THE JEFFERSON  
COUNTY CENTRAL APPRAISAL DISTRICT**

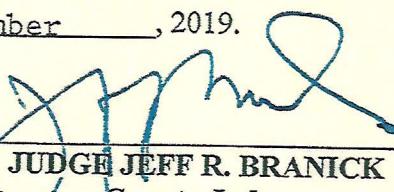
WHEREAS, Allison Nathan Getz is a resident of Jefferson County, Texas; and

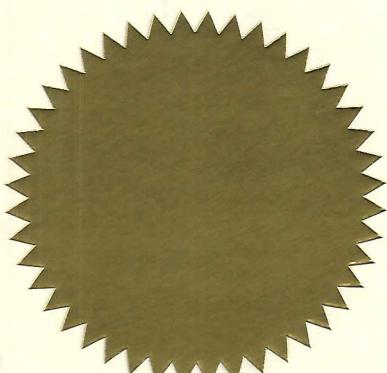
WHEREAS, Allison Nathan Getz is a nominee duly qualified to serve as a Member of the Board of Directors of the Jefferson County Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, cast their 746 votes to Allison Nathan Getz to serve as a member of the Board of Directors of the Jefferson Central Appraisal District for the period January 1, 2020 through December 31, 2021.

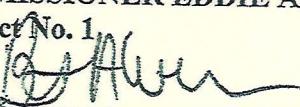
The foregoing Resolution was adopted as a valid action of the Commissioners Court of Jefferson County at a duly noticed meeting of that body on November 12, 2019 at which a quorum was present and voting.

SIGNED this 12th day of November, 2019.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

## **ELECTION BALLOT**

### **Jefferson County Appraisal District**

#### **Board of Directors, 2020 - 2021 Term of Office**

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The following individuals have been nominated:

*Allison Nathan Getz*

*Eugene Landry*

*Lauren Williams Mason*

*Dr. Louis Reed*

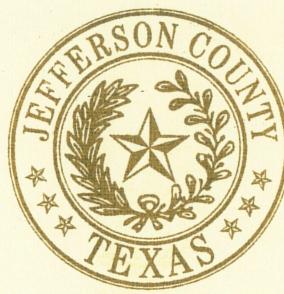
*Terry Schwertner*

## JEFFERSON COUNTY APPRAISAL DISTRICT

Voting Allocation for 2020 - 2021 Board of Directors  
Based on 2018 Tax Levies

	<u>2018 Tax Levy</u>	<u>% of Total Tax Levy</u>	<u># of Votes</u>
Drainage District #6	\$20,186,484.26	3.43%	171
Drainage District #7	\$25,785,897.94	4.38%	219
Navigation and Waterways Dist	\$20,832,055.71	3.54%	177
Port of Beaumont	\$10,918,148.96	1.85%	93
Port of Port Arthur	\$12,777,992.95	2.17%	109
Port of Sabine Pass	\$1,344,796.79	0.23%	11
Trinity Bay Conservation Dist	\$23,858.09	0.00%	0
WCID #10	\$1,019,041.42	0.17%	9
<b>SUBTOTAL C &amp; R DISTRICTS:</b>	<b>\$92,888,276.12</b>	<b>15.78%</b>	<b>789</b>
Jefferson County	\$87,858,089.01	14.92%	746
Beaumont ISD	\$134,980,426.03	22.93%	1,146
Hamshire-Fannett ISD	\$9,795,853.19	1.66%	83
Hardin Jefferson ISD	\$5,878,521.62	1.00%	50
Nederland ISD	\$27,862,575.95	4.73%	237
Port Arthur ISD	\$92,507,906.18	15.71%	786
Port Neches-Groves ISD	\$34,401,211.29	5.84%	292
Sabine Pass ISD	\$12,126,733.27	2.06%	103
City of Beaumont	\$52,952,290.65	8.99%	450
City of Bevil Oaks	\$130,846.03	0.02%	1
City of Groves	\$5,461,132.97	0.93%	46
City of Nederland	\$6,809,085.22	1.16%	58
City of Port Arthur	\$18,344,865.60	3.12%	156
City of Port Neches	\$6,693,064.61	1.14%	57
City of Taylor Landing	\$49,253.32	0.01%	0
<b>SUBTOTALS:</b>	<b>\$495,851,854.94</b>	<b>84.22%</b>	<b>4,211</b>
<b>TOTALS:</b>	<b><u>\$588,740,131.06</u></b>	<b>100.00%</b>	<b>5,000</b>

## Jefferson County



## Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Loma George  
Hon. Jeff Branick's Office

FROM: Commissioner Everette Alfred

DATE: October 29, 2019

RE: Agenda Item

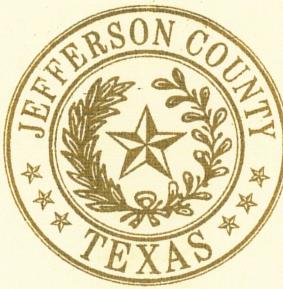
This memo is to correct an item incorrectly placed on the Commissioners Court Agenda on March 20, 2017. Mr. Bart Owens was appointed to the Drainage District # 6 Board of Directors on October 31, 2016, to fill the unexpired term of Judge James McNicholas. This term will end in 2019. On March 20, 2017, an agenda item was placed to reappoint Mr. Bart Owens and Charles "Chuck" Guillory. This item was incorrect. Please place the corrected item below on the Agenda for Tuesday, November 5, 2019:

**Consider and possibly approve the re-appointment of Mr. Charles "Chuck" Guillory to the Drainage District #6 Board of Directors, effective March 13, 2017. This is an appointment of Commissioner Alfred.**

Thank you.

EA/nr

## Jefferson County



## Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Loma George  
Hon. Jeff Branick's Office

FROM: Commissioner Everette Alfred *EA*

DATE: October 30, 2019

RE: Agenda Item

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Please place this item on the Agenda for Tuesday, November 5, 2019:

Consider and possibly approve a resolution in Support of the Nomination of  
Commissioner Everette "Bo" Alfred to the Urban Counties Board of Directors.

Thank you.

EA/nr



# Resolution

STATE OF TEXAS

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§  
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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of November, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**Whereas**, the Texas Conference of Urban Counties was established over 40 years ago to represent the interests of the urban counties of Texas and relies on member participation to continue to be effective in impacting state policy decisions; and

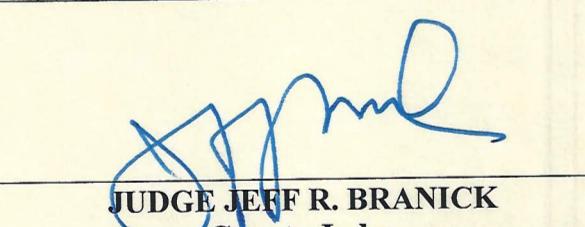
**Whereas**, Jefferson County has found participation in the Urban Counties to be a great benefit to itself and to urban counties in general; and

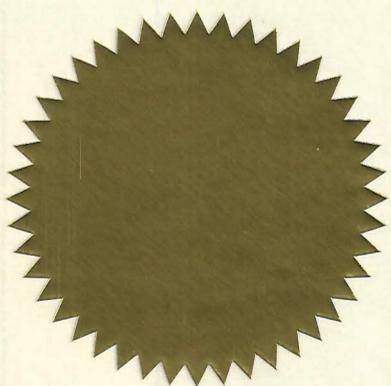
**Whereas**, the Bylaws of the Texas Conference of Urban Counties require that individuals nominated to be on the Board of Directors of the association have the support of their respective commissioners' courts; and

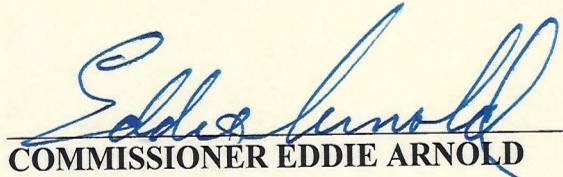
**Whereas**, Commissioner Everette "Bo" Alfred has expressed an interest in pursuing nomination for a position on the Board of Directors of the Texas Conference of Urban Counties.

**NOW, THEREFORE BE IT RESOLVED**, that the Commissioners Court of Jefferson County hereby approves the nomination of Commissioner Everette "Bo" Alfred to serve on the Board of Directors of the Texas Conference of Urban Counties.

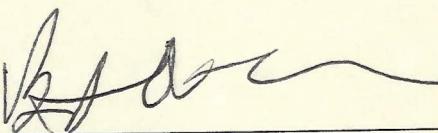
SIGNED this 12th day of November, 2019.

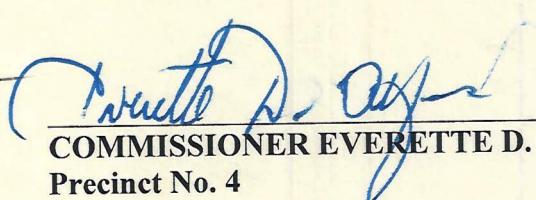
  
JUDGE JEFF R. BRANICK  
County Judge



  
EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
MICHAEL S. SINEGAL  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
BRENT A. WEAVER  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
EVERETTE D. ALFRED  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****November 12, 2019**

Consider, possibly approve, authorize the County Judge to execute and receive and file a Release to settle all claims of Jefferson County against Jake Moses and HMD, Inc. for damages that resulted to County property on October 21, 2019.

**Cary Erickson, SPHR**  
 Director of  
 Human Resources and Risk Management  
 Tel. (409) 839-2391  
 Fax (409) 839-2399



**Jefferson County Courthouse**  
 1225 Pearl Street  
 Suite 201  
 Beaumont, TX 77701  
 E-mail: [hrdept@co.jefferson.tx.us](mailto:hrdept@co.jefferson.tx.us)

## MEMORANDUM

To: Jefferson County Commissioners Court

From: Quentin D. Price, Assistant District Attorney-Civil Division

CC: Patrick Swain, Auditor  
 Kristen Hancock, Risk Mgmt

Date: 10/31/2019

Subject: Accident on October 21, 2019  
 Claimant: Jefferson County, Texas  
 Released Parties: Jake Moses & HMD Inc.

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The above referenced accident has resulted in property damage to a chain-link gate and fence that is part of the Jefferson County Jail. Mr. Moses is an eighteen wheeler truck driver employed by HMD, Inc. HMD, Inc. provides supplies to the Jail. On October 21, 2019, after Mr. Moses delivered supplies to the Jail, as he was driving his eighteen wheeler through the gate of the fenced-in area of the Jail, the back end of his trailer caught the gate post and tore it down. Because this is a security sensitive area of the Jail, two Jefferson County Jail maintenance employees immediately repaired the gate and fence once it was learned same was damage. The Jail had on hand the necessary supplies to perform the repairs. It took the two Jail employees 10 hours each to complete the repairs. The cost of supplies, based on the cost of same to the County, is \$202.80, labor costs for both employees, including benefits, is \$700.78, and total damage equals \$903.58. HMD, Inc. has agreed to pay this amount to Jefferson County as settlement of the County's claim against it and Mr. Moses.

I am therefore recommending immediate settlement of \$903.58 for the property damage to the gate and fence located at the Jail as described above. I recommend that the Commissioner's Court Approve this settlement, authorize Judge Branick to execute a Release of all claims against Jake Moses and HMD, Inc., and direct that the Release be filed of record with the County Clerk's Office of Jefferson County, Texas. HMD Inc. will deliver a check made payable to Jefferson County once Commissioner's Court has approved this settlement.

Please contact me if you need more information, have any questions, or if I can be of further assistance.

THE STATE OF TEXAS

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§  
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RELEASE

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That JEFFERSON COUNTY, TEXAS (hereinafter called "Claimant"), for and in consideration of the sum of NINE HUNDRED THREE AND 58/100 DOLLARS (\$903.58) paid in hand by Jake Moses and HMD, Inc., their employees, agents, attorneys, officers, subsidiaries, sister companies, parent companies, successors, predecessors, and representatives (hereinafter called "Parties Released" whether one or more), the receipt of which is hereby acknowledged and confessed, have ACQUITTED, RELEASED AND FOREVER DISCHARGED, and by these presents do hereby ACQUIT, RELEASE AND FOREVER DISCHARGE the Parties Released, as above set out of and from any and all claims, demands, debts, liens, causes of action or liabilities, at law or in equity, either in contract, warranty, or in tort, as well as any other character or kind of action now held or owned by Claimant, in whole or in part, which it may have or may hereafter claim to hold or possess, on account of, growing out of, related to, or concerning, whether directly or indirectly, proximately or remotely, any and all damages alleged to have been sustained by Claimant, or damages that may allegedly be sustained by Claimant in the future, as a result of the purchase, use of, operation or repair of one of the gate posts of the security fence that is part of the Jefferson County, Texas Jail that was damaged as a result of an accident wherein the trailer of the 18-wheeler driven by Jake Moses struck Claimant's gate post on or about October 21, 2019.

It is understood that this is a FULL AND COMPLETE RELEASE as to Parties Released, and includes all sums of any kind or character, including by way of illustration, but not by way of limitation, actual damages sustained by Claimant, property damages, loss of use, storage and wrecker fees, loss of wages, interest, attorney's fees, loss of profits, punitive damages, personal

injury damages, bystander damages, and any other type of damages which are measurable in money, whether included within the foregoing enumeration or not, including any claim for damages to accrue in the future from any cause, whether known or anticipated at this time or otherwise, and whether specified within the categories enumerated above, including but not limited to any personal injury damages and damages under Chapter 71 of the Texas Civil Practice & Remedies Code. It is the intention of the party executing this Release that the same shall be as general as possible, and that same shall cover every conceivable contingency which might arise in the future, or which may have arisen in the past, whether known or unknown at this time, related to the accident described herein.

It is understood, acknowledge and agreed by Claimant that the said sum so paid by and on behalf of the Parties Released, as set out above, is a FULL AND FINAL RELEASE AND SATISFACTION of all claims that Claimant now has or may hereafter assert by reason of the occurrence mentioned in the first paragraph of this instrument.

It is also understood and agreed that this is a FULL AND FINAL RELEASE AND DISCHARGE of said Parties Released from any matter or thing dealt with therein, and that same may be pled as an absolute and final bar to any and all suit or suits pending, or which may hereafter be pending or prosecuted by Claimant, or anyone claiming by, through or under Claimant.

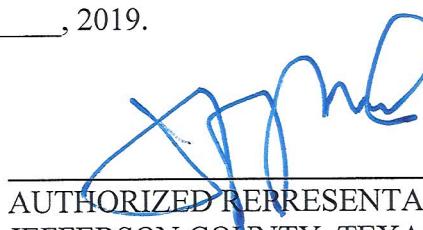
It is further understood and agreed that the Parties Released do not admit any negligence or liability whatever to the Claimant, or to any person, firm or corporation by reason of the occurrence mentioned, liability therefore being specifically denied; that this settlement is being made purely upon a compromise basis by the Parties Released, to rid themselves of potential

vexatious litigation in regard thereto and that this Release shall never be used as evidence of liability of the Parties Released in any suit or suits, claims or causes of action whatsoever.

In entering into this Release, the Releasing Party represents that it has relied upon the legal advice of its attorney(s), who are the attorney(s) of its own choice and its rights under law and the terms of this Release have been completely explained to it by its attorneys and that the terms of this Release is fully understood and voluntarily accepted by it.

THIS IS A FULL, FINAL AND COMPLETE RELEASE AND SETTLEMENT, AND THAT CLAIMANT WILL NOT RECEIVE ANY MORE MONEY ON ACCOUNT OF THE FACTS AND CIRCUMSTANCES MENTIONED ABOVE FROM JAKE MOSES AND HMD, INC.

IN TESTIMONY WHEREOF, Claimant has executed this Release in duplicate originals, this the 12<sup>th</sup> day of NOVEMBER, 2019.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE FOR  
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF JEFFERSON §

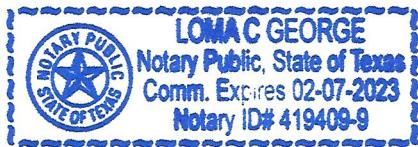
BEFORE ME, the undersigned authority, on this day personally appeared Judge Jeff R. Branick representative of Jefferson County, Texas, and authorized to execute this release on behalf of Jefferson County, Texas, known to me to be the

person whose name is subscribed to the foregoing Release, and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in his/her capacity as the representative of Jefferson County, Texas, and did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12<sup>th</sup> day of November, 2019.

*Loma C George*

Notary Public in and for the State of Texas



**AGENDA ITEM****November 12, 2019**

Receive and file executed Amended Professional Services Agreement with Tim Richardson for ongoing Consulting Services associated with seeking BP Deepwater Horizon (DWH) restoration funding.

**AGENDA ITEM****September 9, 2019**

Consider, possibly approve and authorize the County Judge to execute and Amended Professional Services Agreement with Tim Richardson for ongoing Consulting Services associated with seeking BP Deepwater Horizon (DWH) restoration funding.

**Fred Jackson**

---

**From:** Tim Richardson <trpr51@gmail.com>  
**Sent:** Tuesday, September 03, 2019 11:20 AM  
**To:** Jeff Branick; jeff branick; Fred Jackson  
**Subject:** Tim R Updated Deepwater Horizon 2019-20 contract.  
**Attachments:** Tim Richardson Deepwater Horizon and grants contract doc 2019-20.doc

Judge, I updated the dates of the contract to 2019-20 and amended the Scope of Work to include seeking government and private foundation grant funding. The new clause is below:

- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;

Thanks much,

Tim 202-352-1269

## AMENDED PROFESSIONAL SERVICES AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

### **I. SCOPE OF AGREEMENT**

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

### **II. RESPONSIBILITIES OF THE PARTIES**

#### Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

**III. PERSONNEL**

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

**IV. TERM OF AGREEMENT AND TERMINATION**

A. This Agreement shall begin October 1, 2019 and expire on September 30, 2020 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

**V. COMPENSATION/TERMS OF PAYMENT**

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

## VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

### B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

## VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

**Jeff Branick, Judge, Jefferson County;** jbranick@co.jefferson.tx.us ; office: 409-835-8466.

**Tim Richardson,** consultant, trpr51@gmail.com, office/mobile 202-352-1269.

### **VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION**

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

### **IX. TAXES**

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

### **X. TRANSFER OF INTEREST**

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

### **XI. NOTICE**

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the County, to:  
Honorable Jeff Branick  
Jefferson County  
County Court House  
1149 Pearl Street  
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson  
6707 Old Stage Road  
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

**XII. GOVERNING LAW / VENUE**

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

**XIII. AGENCY**

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

#### **XIV. ENTIRE AGREEMENT / SEVERABILITY**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **XV. WAIVER**

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

#### **XVI. EQUAL OPPORTUNITY**

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

#### **XVII. MISCELLANEOUS**

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

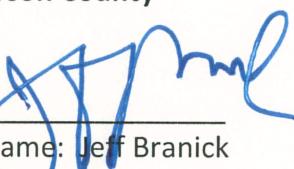
C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

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

**Jefferson County**

By 

Name: Jeff Branick

Title: Judge

EIN 74-6000291

Date

Sept. 09, 2019

**Tim Richardson, Consultant**

By \_\_\_\_\_

Date \_\_\_\_\_

Name: Tim Richardson

EIN 370-60-3504

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

---

Signature of Consultant

---

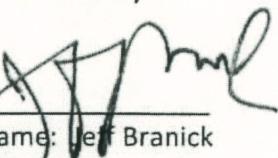
Date

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

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

Jefferson County

By   
Name: Jeff Branick  
Title: Judge  
EIN 74-6000291

Date Sept. 09, 2019

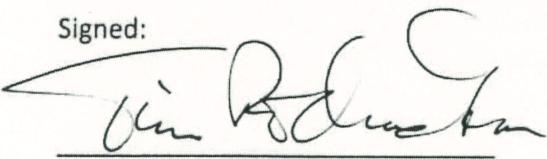
Tim Richardson, Consultant

By   
Name: Tim Richardson  
EIN 370-60-3504

Date Sept 9, 2019

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

  
Signature of Consultant

9/9/2019  
Date

## Pepe Dominguez

---

**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Monday, October 28, 2019 10:44 AM  
**To:** 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)  
**Cc:** 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); 'demi.laney@beaumonttexas.gov.'; 'rpls5163@aol.com'  
**Subject:** Replat of a portion of Lot 1 and Lot 2, Block 6 of the Garden Villas Addition  
**Attachments:** Replat of Garden Villas, Lots 1A & 2A Blk 6 Garden Villas\_Comm Court.pdf; Replat of Garden Villas, Lots 1A & 2A Blk 6 Garden Villas\_City of Bmt.pdf

Commissioner Arnold,

Attached is a PDF of a Replat of a portion of Lot 1 and Lot 2, Block 6 of the Garden Villas Addition into Lot 1 – A & Lot 2 – A, Block 6 of the Garden Villas Addition in the Asahel Savery League, Abstract No. 46, Jefferson County, Texas, located off East Lane in Precinct #1. This plat is in the Beaumont ETJ, it was approved by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, November 5th, 2019.

If you have any questions please contact either Steve or myself.

Pepe Dominguez

Pepe Dominguez  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)



**PROJECT: Lone Star NGL Pipeline LP**  
**TRACT NUMBER: TX-JE-116.200**  
**COUNTY: Jefferson County, Texas**

## PERMANENT EASEMENT AGREEMENT

This Agreement, dated NOVEMBER 12, 2019, is between **Jefferson County, Texas** (hereinafter referred to as "Grantor", whether one or more), and **Lone Star NGL Pipeline LP**, a Delaware limited partnership, whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to construct, operate and maintain pipelines and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor being more particularly described and depicted in **Exhibits A and B** ("the Permanent Easement Property") attached hereto and made a part hereof. Grantor hereby grants, sells and conveys unto Grantee a Temporary Construction Easement described in the attached **Exhibit B** in order to construct one pipeline not to exceed **TWENTY** inches (20") in nominal diameter and any appurtenant facilities in, over, through, across, under, and along lands as shown in the attached Exhibit A.

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof natural gas and the products thereof, together with below-ground appurtenances (except for pipelines markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Permanent Easement Property) as may be necessary or desirable for the operation of the pipelines, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Permanent and Temporary Construction Easement Property (and the Temporary Construction Easement Property while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.
2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipelines and appurtenant facilities related to this pipelines project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property owned by Grantor for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.
3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48").
4. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.
5. The consideration paid by Grantee in this agreement includes the market value of the easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Permanent Easement Property and Temporary Construction Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipelines.
6. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipelines and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipelines. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement. Grantor shall allow Grantee to install its own lock if Grantee so chooses.
7. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipelines and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipelines, provided that all of Grantee's required and applicable spacings, including

**PROJECT: Lone Star NGL Pipeline LP**  
**TRACT NUMBER: TX-JE-116.200**  
**COUNTY: Jefferson County, Texas**

depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipelines and appurtenant facilities.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

13. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. GRANTEE, LONE STAR NGL PIPELINE LP, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.

14. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The permanent easement shall be in perpetuity, and provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. This easement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

16. This easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

PROJECT: Lone Star NGL Pipeline LP  
 TRACT NUMBER: TX-JE-116.200  
 COUNTY: Jefferson County, Texas

17. This Permanent Easement Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Permanent Easement Agreement.

EXECUTED this 12<sup>th</sup> day of NOVEMBER, 2019.

**GRANTOR:**

Jefferson County, Texas

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

Name: JEFF BRANICK

Title: COUNTY JUDGE

**ACKNOWLEDGMENT**

State of Texas )

)

County of Jefferson )

BEFORE ME, the undersigned Notary Public, on this 12<sup>th</sup> day of NOVEMBER, 2019, by  
JEFF R. BRANICK, the County Judge of County of  
 Jefferson, Texas.

LOMA C GEORGE  
 Notary Public in and for the State of Texas



My Commission Expires: 02-07-2023

Please Return To:  
 Lone Star NGL Pipeline LP  
 PO Box 122  
 Crosby, Texas 77532

TX-JE-116.200-LONE STAR  
STATE OF TEXAS  
COUNTY OF JEFFERSON

EXHIBIT "A"

**CENTERLINE DESCRIPTION OF A PROPOSED 30-FOOT WIDE  
PIPELINE EASEMENT ACROSS THE JEFFERSON COUNTY, TEXAS PROPERTY**

The centerline description of proposed 30-foot wide pipeline easement, situated in the T. & N.O. RR. Co., Survey, Abstract No. 257, Jefferson County, Texas, being upon, over, through and across the residue of the Jefferson County, Texas tract of land, being Lots 13-B, 14-A, 14-6, 15-A, & 15-8 as depicted on the map or plat recorded in Volume 7, Page 133 of the Map Records of Jefferson County, Texas (M.R.J.C.T.), the side lines of said pipeline easement shall be extended or shortened to intersect at angle points and grantor's boundary lines, said centerline being more particularly described as follows:

Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.999923423.

**COMMENCING** at a 1/2-inch iron rod found on a southern line of "Tract I", the Texas Department of Criminal Justice, Institutional Division called 689.690 acre tract of land as described by an instrument recorded under Document No. 102-98-2207 of the Official Public Records of Jefferson County, Texas (O.P.R.J.C.T.), marking the northeast corner of the Texas Department of Criminal Justice, Institutional Division called 72.89 acre tract of land as described by an instrument recorded under Document No. 9731119 of the O.P.R.J.C.T. and the northwest corner of the subject tract;

**THENCE** South 27°45'21" East, a distance of 97.19 feet to the **POINT OF BEGINNING** of the herein described centerline on the common line of the subject tract and said 72.89 acre tract;

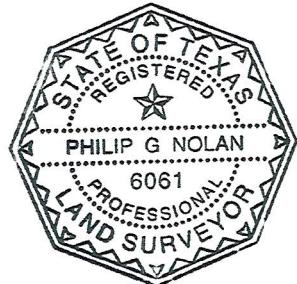
**THENCE** South 82°48'20" East, a distance of 1,191.51 feet to an angle point;

**THENCE** North 51°31'49" East, a distance of 79.84 feet to an angle point;

**THENCE** South 82°58'02" East, a distance of 1,829.21 feet to the **POINT OF TERMINUS** of the herein described centerline on the east line of the subject tract and the west line of State Highway 69, from which, a concrete monument found bears South 27°43'33" East, a distance of 195.98 feet. The total length of the herein described centerline is 3,100.56 feet or 187.91 rods, said pipeline easement containing an area of 2.135 acre (93,017 square feet) and the temporary workspaces containing a total area of 4.983 acre (217,035 square feet) of land.

Said centerline, proposed 30-foot wide pipeline easement and temporary workspaces are illustrated on Exhibit "B1" and "B2" dated 10/22/19 Drawing Number 13085-01-TX-JE-116.200-LONE STAR.DWG., "REV 2".

MORRIS P. HEBERT, INC.  
10101 SOUTHWEST FREEWAY, SUITE 620  
HOUSTON, TEXAS 77074  
(713) 219-1470  
FIRM NO. 10142100



*Philip G. Nolan* 10-22-19

Philip G. Nolan  
Registered Professional Land Surveyor  
Texas Registration No. 6061

TX-JE-113.500

TEXAS DEPARTMENT OF CRIMINAL  
JUSTICE, INSTITUTIONAL DIVISION(TRACT 1)  
DOC. NO. 102 98 2207 O.P.R.J.C.T.  
CALLED 689.690 ACRESJEFFERSON COUNTY, TEXAS  
T.&N.O. RR. CO. SURVEY, A-257FND. 1/2" IRON ROD  
P.O.C. —  
DOC. NO. 102 98 2207 O.P.R.J.C.T.  
CALLED 689.690 ACRES

P.O.B.

L1

L2

L3

L4

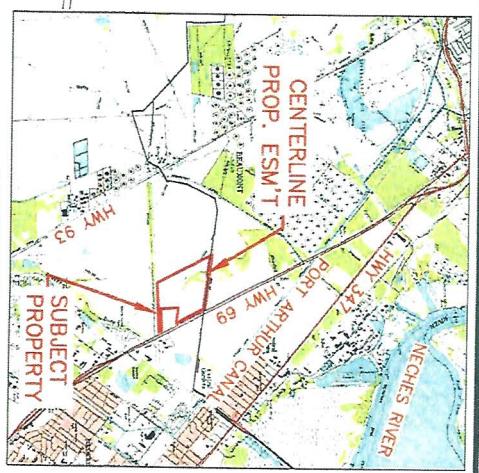
L5

CENTERLINE PROP. 30'  
WIDE P/L ESM'T  
(SEE DETAIL "A")

(EXHIBIT B2 SHEET 3 OF 3)

FND.  
CONCRETE  
MONUMENTTX-JE-116.200  
JEFFERSON COUNTY, TEXAS  
VOL. 7, PG. 133 M.R.J.C.T.  
THE RESIDUE OF TRACTS 13-B,  
14-A, 14-6, 15-A & 15-8

LINE TABLE		
LINE	DISTANCE	BEARING
L1	97.19'	S 274°52" E
L2	1,191.51'	S 82°48'20" E
L3	79.84'	N 51°31'49" E
L4	1,829.21'	S 82°58'02" E
L5	195.98'	S 274°33" E

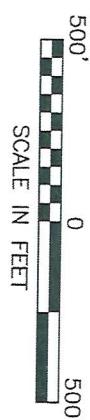
VICINITY MAP  
(1"=2 miles)

TX-JE-115.221

TEXAS DEPARTMENT OF CRIMINAL  
JUSTICE, INSTITUTIONAL DIVISION  
DOC. NO. 9731119 O.P.R.J.C.T.  
CALLED 72.89 ACRES

EXHIBIT "B1"	
SYMBOLS LEGEND	
Found Property corner	◎
Easement corner	○
Underground foreign P/L	—//—
Overhead Power lines	—E—

POINT OF COMMENCING  
POINT OF BEGINNING  
POINT OF TERMINUS  
Easement  
O.P.R.J.C.T.  
Official Public Records of  
Jefferson County, Texas  
Map Records of  
Jefferson County, Texas



Lone Star NGL Pipeline LP

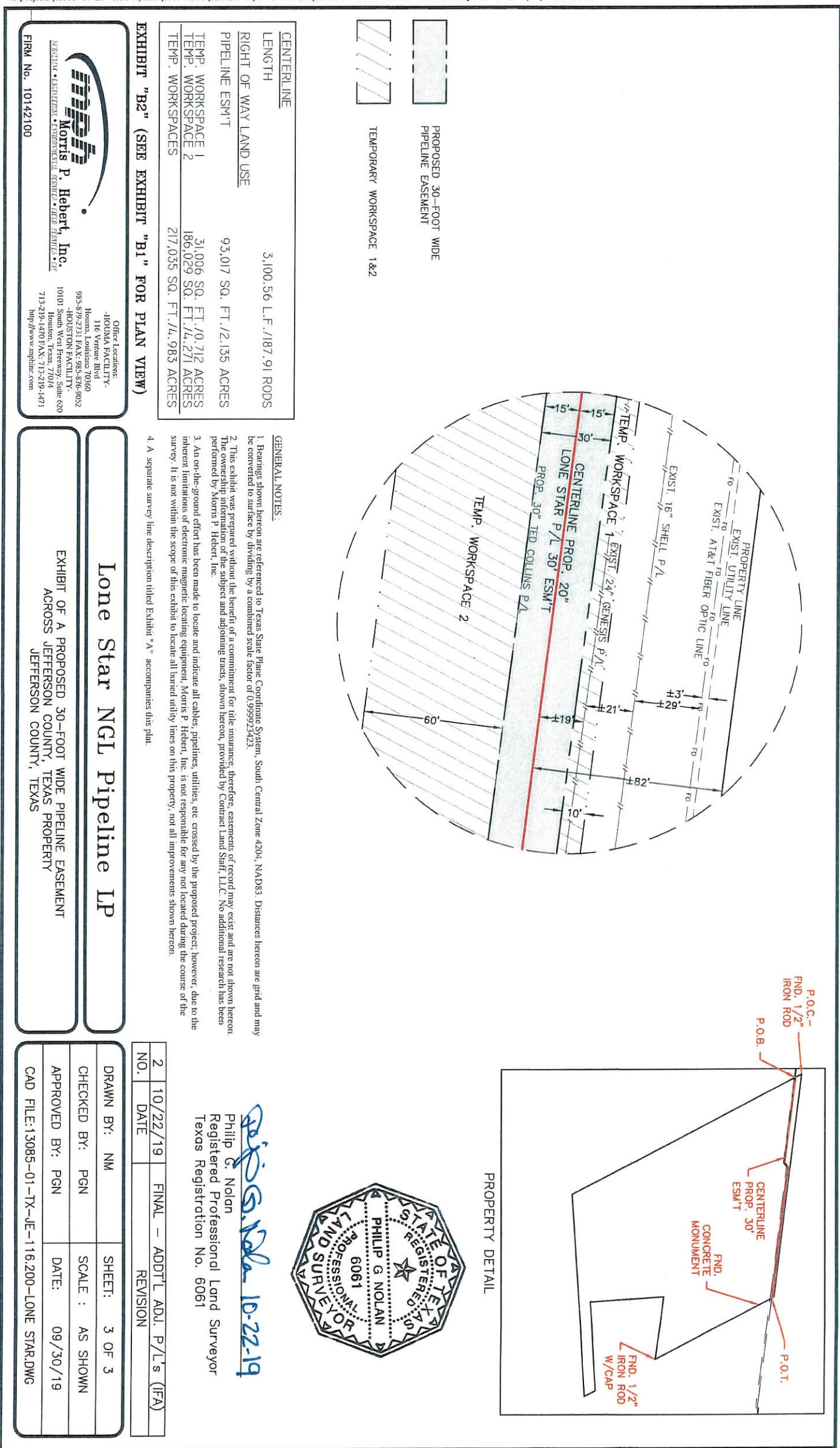
2	10/22/19	FINAL - ADDTL ADJ. P/L's (I.F.A.)
NO.	DATE	REVISION

**Morris P. Hebert, Inc.**  
SUCCESSION & EXAMINER OF SURVEYS & LANDS  
10101 South West Freeway, Suite 620  
Houston, Texas 77041  
713-219-1470 FAX: 713-219-1471  
http://www.mphinc.com

FIRM No. 10142100

DRAWN BY: NM	SHEET: 2 OF 3
CHECKED BY: PGN	SCALE : AS SHOWN
APPROVED BY: PGN	DATE: 04/25/19

CAD FILE:13085-01-TX-JE-116.200-LONE STAR.DWG



Lone Star NGL Pipeline LP  
 Tract: TX-JE-116.200  
 County: Jefferson  
 Check:

**RECEIPT AND RELEASE**

THE UNDERSIGNED, for and in consideration of the sum, Two Hundred Twenty-Five Thousand Four Hundred Ninety-Two and 00/100 dollars (\$225,492.00), paid to the undersigned by Lone Star NGL Pipeline LP the receipt of which is hereby acknowledged, does hereby remise, release and discharge Lone Star NGL Pipeline LP, their respective successors and assigns, from any and all actions and causes of actions, debts, claims and demands whatsoever which the undersigned, its successors or assigns, now have or may hereafter have against said. Lone Star NGL Pipeline LP, its successors and assigns for or on account of any inconvenience caused the undersigned or on account of any injury or damage which have been or which may be done to any property, real or person, on, in or about the lands of the undersigned know as Jefferson County, Texas by reason of or on account of the pipeline construction activities of Lone Star NGL Pipeline LP.

The terms, covenants, and provisions of this Receipt and Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this  
12<sup>th</sup> day of November, 2019

  
 Recipient PATRICK, SWAIN, HOUSTON Date 11/12/19  
74-6000291  
 FIN or SSN

  
 Agent Date



---

THE STATE OF TEXAS

LANDOWNER'S  
BILL OF RIGHTS

---

PREPARED BY THE



OFFICE OF THE  
ATTORNEY GENERAL OF TEXAS



## STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

---

This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

## CONDEMNATION PROCEDURE

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Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

## HOW THE TAKING PROCESS BEGINS

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The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

## CONDEMNATION PROCEEDINGS

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If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

## SPECIAL COMMISSIONERS' HEARING

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After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

## **SPECIAL COMMISSIONERS' AWARD**

After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, if the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

## **OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD**

If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

## **DISMISSAL OF THE CONDEMNATION ACTION**

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

## **RELOCATION COSTS**

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If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. However, during condemnation proceedings, reimbursement for relocation costs may not be available if those costs are separately recoverable under another law. Texas law limits the total amount of available relocation costs to the market value of the property being moved. Further, the law provides that moving costs are limited to the amount that a move would cost if it were within 50 miles.

## **RECLAMATION OPTIONS**

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If private property was condemned by a governmental entity, and the public use for which the property was acquired is canceled before that property is used for that public purpose, no actual progress is made toward the public use within ten years or the property becomes unnecessary for public use within ten years, landowners may have the right to repurchase the property for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

## **DISCLAIMER**

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The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

## **ADDITIONAL RESOURCES**

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Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.

**JEFFERSON COUNTY**  
**OVERWEIGHT VEHICLE PERMIT**

Application Date: 11/05/19 Permit #: 05 -OW- 19 Precinct#: 3

Business Name: PALNG Common Facilities Company, LLC Business Phone: (832) 460-6599

Business Address: 2925 Briarpark Dr Suite 900, Houston, TX 77042

Local Representative: Michael R. VanderMate Local Phone: (832) 460-6632

State Permit No. (if applicable): \_\_\_\_\_

Bond Amount: \$20,000 Bond #: 107137454

Description of Work/Type/Location: Transport crushed stone and other fill material for construction of the relocation of a section of State Highway 87 south of Port Arthur.

Description of Route: Portion of Keith Lake Boat Ramp Road.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 31 day of OCTOBER 20 19.

PALNG Common Facilities Company, LLC  
Name of Company (Permittee)

JEFFERSON COUNTY

By: Michael R. VanderMate  
Title: Vice President - Engineering and Construction

By: Stan Stifford  
Director of Engineering

Michael R. VanderMate  
Applicant's Signature

By: Jason Costello  
Precinct Supervisor

Michael R. VanderMate  
Applicant's Printed Name

JEFFERSON COUNTY  
OVERWEIGHT VEHICLE PERMIT  
(Engineering Department Use Only)

Date Approved: 11/05/19 Application Approved  Yes  No

If No, give reason:

Processed By: Ernest Clement

Title: Engineering Specialist

Processor's Signature

Ernest Clement  
Processor's Printed Name

STATE OF TEXAS  
COUNTY OF JEFFERSON

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY**  
**AND PALNG COMMON FACILITIES COMPANY, LLC**

WHEREAS, PALNG Common Facilities Company, LLC (hereinafter "Company") intends to conduct construction of the relocation of State Highway 87 [describe operation], (hereinafter the "Project") at a site located on certain real property owned by Company adjacent to \_\_\_\_\_ (county road name) located in Precinct No. 3; and Keith Lake Boat Ramp Road

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2nd road name];

1. County Road Keith Lake Boat Ramp Road ,  
2. County Road \_\_\_\_\_ ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Keith Lake Boat Ramp Road and County road \_\_\_\_\_ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of November 1st, 2019 to a termination date of October 31st, 2021. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: \_\_\_\_\_] and County [2nd road name: \_\_\_\_\_] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 20,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 3 of Jefferson County, Texas before transporting any equipment on County [road name: Keith Lake Boat Ramp Road and County [2nd road name: \_\_\_\_\_] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 12<sup>th</sup> day of NOVEMBER, 2019



Jefferson County Judge

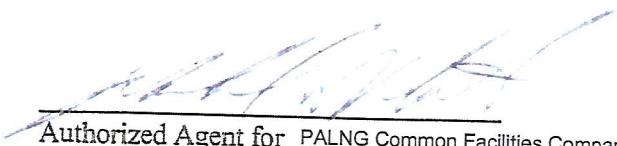
Approved by Jefferson County Commissioners Court on the 12<sup>th</sup> day of NOVEMBER, 2019

Attest:



Pauline L. Yundt  
Jefferson County Clerk



  
Authorized Agent for PALNG Common Facilities Company, LLC

## Exhibit 1

## Estimate of Cost:

Length of [1<sup>st</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2<sup>nd</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 29.90 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment Operator \$ 25.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Truck Driver Other \$ 20.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 35.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Grader \$ 55.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Gradall Other \$ 80.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 34.38 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Asphalt \$ 97.90 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other at \$ 70.40 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

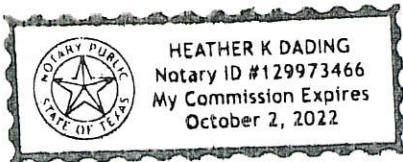
Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

THE STATE OF TEXAS,  
HARRIS  
COUNTY OF JEFFERSON HD

§  
§  
§

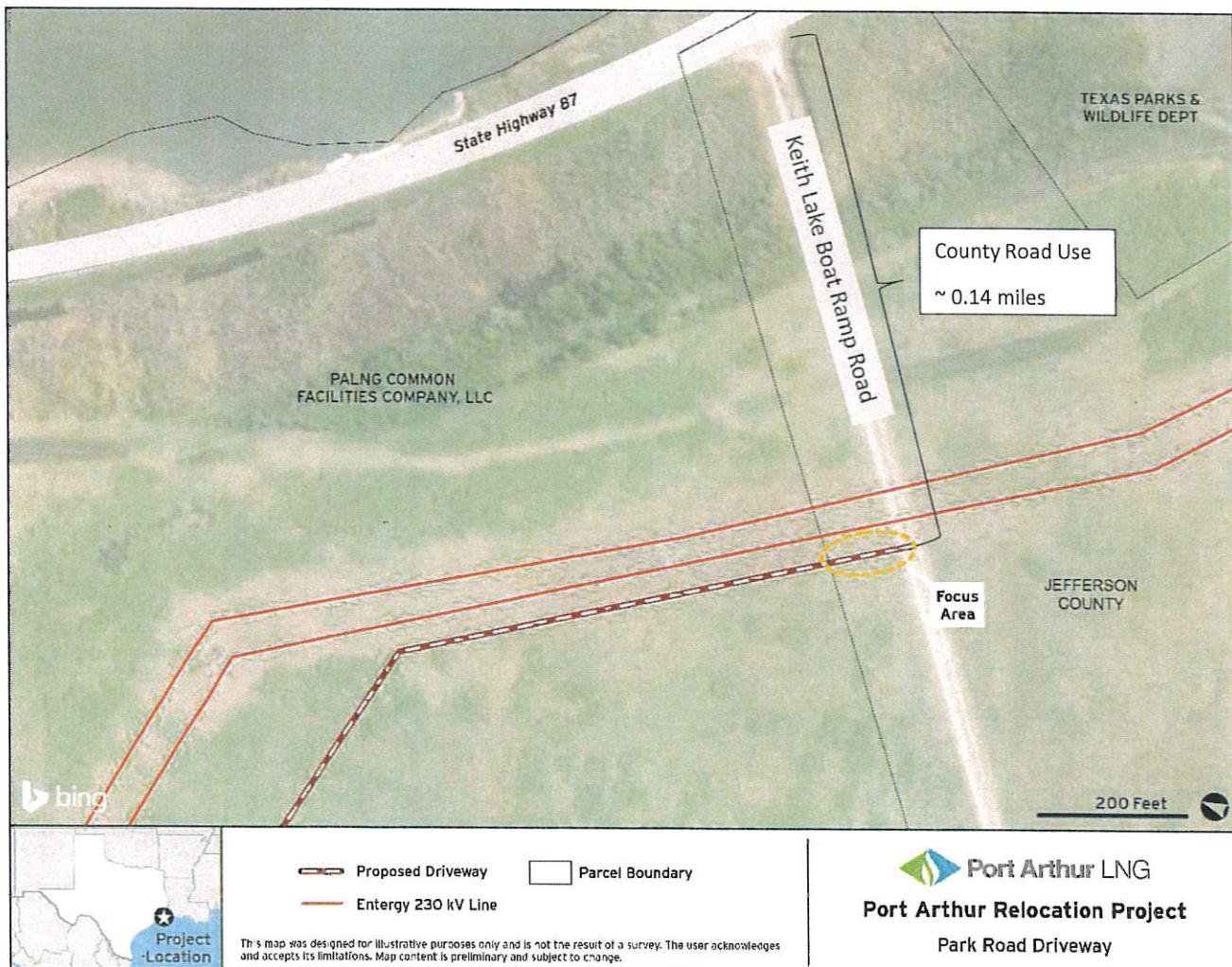
I, Heather K. DADING a notary public, do hereby certify that on this 31<sup>st</sup> day of October, 2019, personally appeared Mike Vanlermate, being by me first duly sworn, declared that he is the VICE President of PALNG Common Facilities and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 31<sup>st</sup> day of October, 2019



Heather K. DADING  
Notary Public, State of Texas  
Notary's Typed/Printed Name  
My commission expires

## Exhibit A





**BOND**  
**(License or Permit - Continuous)**

Bond No. 107137454

KNOW ALL MEN BY THESE PRESENTS:

THAT WE PALNG Common Facilities Company, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, Texas, as Obligee, in the penal sum of Twenty Thousand and NO/100----- (\$20,000.00-----) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Road Use in connection with construction of the relocation of State Highway 87 at certain real property adjacent to Keith Lake Boat Ramp Road, Precinct No. 3

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on November 1, 2019.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this October 28, 2019.

PALNG Common Facilities Company, LLC

By: 

Principal

Travelers Casualty and Surety Company of America

By: 

Tracy Aston,

Attorney-in-fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On OCT 28 2019 before me, Edward C. Spector, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

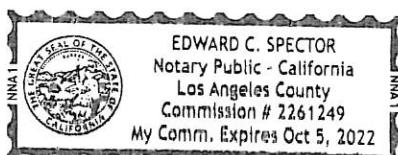
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tracy Aston**, of **Los Angeles, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

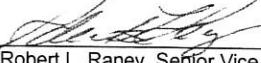
**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:

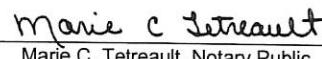
  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

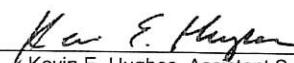
**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of **OCT 28 2019**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

THE INCORPORATION PETITION OF § IN THE COUNTY OF  
§ § §  
THE CITY OF § JEFFERSON COUNTY  
§ § §  
TAYLOR LANDING, TEXAS § TEXAS

DONE AT BEAUMONT, JEFFERSON COUNTY, TEXAS

Whereas an election was duly held in the City of Taylor Landing on September 10, 2005, to determine whether the hereinafter described territory should be incorporated under Chapter 8 of the Local Government Code of the State of Texas for municipal purposes to be known as the City of Taylor Landing, and returns of said election duly made and it appearing from said returns that a majority of the votes were cast at said election in favor of incorporation, there being 80 "yes" votes and 44 "no" votes.

Whereas on September 19, 2005, Carl Griffith, as County Judge of Jefferson County, Texas declared that said territory as described in an order of that date (the "Original Order") was duly incorporated as a Type C general-law municipality for municipal purposes to be known as the City of Taylor Landing, such Original Order being recorded under Filing No. 2005036525 of the Official Public Records of Jefferson County, Texas;

Whereas the metes and bounds description of the incorporated territory contained in the Original Order erroneously described the territory but the drawing and the description contained in the drawing attached to the Original Order correctly reflected the territory being incorporated;

Whereas the Commissioner's Court of Jefferson County desires to correct the Original Order to restate the description of the incorporated territory correctly.

It is therefore adjudged and decreed that said election resulted in favor of such

incorporation, and I, Jeff Branick, County Judge of Jefferson County, Texas do hereby declare that said territory hereinafter described is duly incorporated as a Type C general-law municipality for municipal purposes and shall be known as the City of Taylor Landing and that this order is effective, nunc pro tunc, as of September 19, 2005.

The territory so incorporated is described by metes and bounds as follows:

BEING the municipal corporation boundary for Taylor Landing containing 738.50 acres of land, more or less, situated in Jefferson County, Texas, and including parts of the Archibald Hotchkiss League, Abstract 31, the Jim Broussard Survey, Abstract 949 and the B.F. Calhoun Survey, Abstract 818, and being more particularly described by metes and bounds as follows:

COMMENCING at the point of intersection of the westerly line of the said Archibald Hotchkiss League with the northerly line of a 315 feet wide right-of-way for Texas State Highway 73;

THENCE North 00° 44' 23" West, along and with the said westerly line of the Archibald Hotchkiss League, a distance of 8233.56 feet to the most westerly southwest corner and POINT OF BEGINNING of the said herein described municipal corporation boundary for Taylor Landing, the said corner and Point of Beginning being the northwest corner of that certain tract of land described as containing 207.2876 acres in that certain instrument recorded under Film Code No. 103-28-0516 of the Real Property Records of Jefferson County, Texas;

THENCE continuing North 00° 44' 23" West, along and with the said westerly line of Archibald Hotchkiss League, a distance of 2672.16 feet to a point on the southerly bank of Taylor Bayou;

THENCE in generally easterly directions, along and with the said southerly bank of Taylor Bayou with meanders as follows:

North 69° 34' 40" East, a distance of 306.07 feet;  
 South 89° 07' 20" East, a distance of 182.05 feet;  
 South 82° 57' 20" East, a distance of 55.00 feet;  
 South 89° 46' 20" East, a distance of 465.38 feet;  
 South 19° 16' 56" East, a distance of 85.62 feet;  
 South 40° 35' 20" East, a distance of 150.16 feet;  
 South 48° 29' 20" East, a distance of 156.92 feet;  
 South 22° 10' 20" East, a distance of 280.50 feet;  
 South 75° 47' 59" East, a distance of 392.56 feet to the most easterly northeast corner of

Country Club Park Estates, Section One, the plat of which said subdivision being of record in Volume 10, Page 96 of the Map Records of Jefferson County, Texas;

THENCE South 01° 00' 10" East, along and with the easterly line of the said Country Club Park Estates, Section One subdivision, a distance of 727.77 feet to the most easterly southeast corner of the said Country Club Park Estates, Section One subdivision;

THENCE South 86° 09' 30" West, along and with the most easterly south line of the said Country Club Park Estates, Section One subdivision, a distance of 325.16 feet to a corner;

THENCE South 01° 00' 10" East, a distance of 1263.30 feet to a point for a corner in the northerly line of that certain 80 feet wide tract of land described as "TRACT NO. II" in that certain instrument to Jefferson County, Texas, which said instrument is recorded in Volume 1162, Page 125 of the Deed Records of Jefferson County, Texas;

THENCE North 89° 18' 00" East, along and with the said northerly line of the 80 feet wide tract of land, a distance of 1632.55 feet to the northeast corner of the said 80 feet wide tract of land, the said corner being the most westerly southwest corner of that certain "3.2258 Acres" tract of land, currently known as "Fairway Drive", described as "Exhibit B" in that certain instrument recorded under Film Code No. 103-10-0870 of the Real Property Records of Jefferson County, Texas, the said corner being in the westerly line of those two 80 feet wide tracts of land, currently known as "Country Club Road", described as "TRACT I and TRACT II" in that certain instrument recorded in Volume 945, Page 116 of the Deed Records of Jefferson County, Texas;

THENCE North 80° 46' 24" East, along and with the southerly line of the said Fairway Drive, a distance of 68.15 feet to a point for corner in the easterly line of the Country Club Road;

THENCE North 89° 18' 00" East, continuing along and with the said southerly line of Fairway Drive, a distance of 661.66 feet to a point for corner;

THENCE South 00° 42' 00" East, a distance of 10.10 feet to a point for corner;

THENCE North 89° 18' 00" East, a distance of 1388.39 feet to a point for corner;

THENCE North 01° 00' 10" West, a distance of 518.70 feet to a point for corner;

THENCE North 89° 18' 00" East, a distance of 1898.70 feet to a point in the easterly line of the hereinbefore said B. F. Calhoun Survey, Abstract 818 of Jefferson County, Texas;

THENCE South 00° 13' 14" East, along and with the said easterly line of the B. F. Calhoun Survey and easterly line of the hereinbefore said Archibald Hotchkiss League, Abstract 31, a distance of 4243.72 feet to a point for corner at the point of intersection of the said easterly line of the Archibald Hotchkiss League with the eastward projection of the southerly line of that certain tract of land designated "Twelfth Tract" and described as containing 627.2 acres in that certain ("Partition Deed") instrument to Benjamin C. Hebert recorded in Volume 31, Page 88 of the Deed Records of Jefferson County, Texas;

THENCE South  $89^{\circ} 52' 04''$  West, along and with the said eastward projection of the southerly line and along and with the said southerly line of the "Twelfth Tract", a distance of 3576.83 feet to a point for corner;

THENCE South  $01^{\circ} 00' 10''$  East, along and with a line, which said line is parallel with, and 314.29 feet easterly from, measured perpendicularly to, the easterly line of those certain two 80 feet wide tracts, currently known as Country Club Road, and which said two 80 feet wide tracts are designated "TRACT I" and "TRACT II" in that certain instrument to Jefferson County, recorded in Volume 945, Page 116 of the Deed Records of Jefferson County, Texas, a distance of 2804.29 feet to a point for corner;

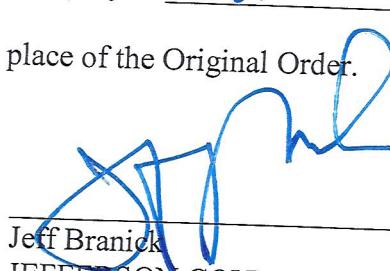
THENCE South  $76^{\circ} 15' 44''$  West, along and with a line, which said line is parallel with, and 1000.00 feet northerly from, measured perpendicularly to, the hereinbefore said northerly line of the 315 feet wide right-of-way for Texas State Highway 73, a distance of 2106.07 feet to a point for corner;

THENCE North  $00^{\circ} 45' 20''$  West, a distance of 6888.77 feet to the northeast corner of that certain hereinbefore said tract of land described as containing 207.2876 acres in that certain instrument recorded under Film Code No. 103-28-0516 of the Real Property Records of Jefferson County, Texas;

THENCE South  $89^{\circ} 11' 00''$  West, along and with the northerly line of the said tract of land described as containing 207.2876 acres, a distance of 1385.91 feet back to the hereinbefore said Point of Beginning of the municipal corporation boundary for Taylor Landing, and containing 735.20 acres of land, more or less.

This order is made and entered upon the records of the Commissioner's Court of Jefferson County, Texas this 12 day of November, 2019, and a certified copy of same, together with the plat of said territory incorporated, shall be recorded in the proper deed records of said Jefferson County.

Witness my hand, this 12 day of November, 2019, effective nunc pro tunc as of September 19, 2005, in place of the Original Order.

  
Jeff Branick  
JEFFERSON COUNTY JUDGE

**Regular, November 12, 2019**

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 12, 2019