

*Notice of Meeting and Agenda and Minutes
February 04, 2020*

SPECIAL, 2/4/2020 10:30:00 AM

BE IT REMEMBERED that on February 04, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS**
February 04, 2020

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **04th day of February 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

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PURCHASING:

1. Consider and approve specifications for Request for Proposal (RFP 20-004/JW) Wage and Compensation Study for Jefferson County.

SEE ATTACHMENTS ON PAGES 8 - 55

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve, execute, receive and file a contract renewal for (IFB 19-001/YS), Term Contract for Legal Notices for Jefferson County for a first one (1) year renewal with Beaumont Enterprise, The Examiner Corp., and Port Arthur News from February 18, 2020 to February 21, 2021.

SEE ATTACHMENTS ON PAGES 56 - 58

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute, receive and file a purchase agreement for the purchase of thirty (30) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each for a total of \$9,150.00

SEE ATTACHMENTS ON PAGES 59 - 61

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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4. Consider and approve, execute, receive and file agreement (Agreement 20-007/JW) with Thomson Reuters (Westlaw) for an online access subscription for Judge Milton Shuffield (Court Master). This single-user agreement is for a one-year term, at a monthly cost of \$52.00. This is in accordance with DIR Contract # DIR-LGL-CALIR-02 (Option 1-A).

SEE ATTACHMENTS ON PAGES 62 - 69

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve budget transfer – Historical Commission– add cost for postage.

259-0000-414-4052	POSTAGE	\$125.00	
259-0000-414-3078	OFFICE SUPPLIES		\$125.00

SEE ATTACHMENTS ON PAGES 70 - 70

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

6. Receive and file Jefferson County Community Supervision and Corrections Department Audited Financial Statements for the Year Ended August 31, 2019.

SEE ATTACHMENTS ON PAGES 71 - 114

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

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7. Receive and file Financial Statement for the Texas Juvenile Justice Department Grant Funds for the Year Ended August 31, 2019.

SEE ATTACHMENTS ON PAGES 115 - 134

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

8. Consider and approve accepting donations to support the Southeast Texas Disaster Expo at Ford Park on June 6th and 7th, 2020 . Expo is free to the public.

SEE ATTACHMENTS ON PAGES 135 - 135

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

9. Regular County Bills – check #468008 through Checks #468216

SEE ATTACHMENTS ON PAGES 136 - 143

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

COUNTY CLERK:

10. Consider and possibly approve amended Early Voting Locations, Date and Hours for the Joint Primary Election to be held on March 3, 2020, to substitute Port Neches City Hall for Hebert Library, as the building is closed for repairs.

SEE ATTACHMENTS ON PAGES 144 - 144

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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11. Consider and possibly approve amended Election Day Vote Center locations for the Joint Primary Election to be held on March 3, 2020.

SEE ATTACHMENTS ON PAGES 145 -145

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

COUNTY COMMISSIONERS:

12. Consider and possibly approve an Order with respect to bonds to be issued on behalf of Republic Services, Inc. to approve financing of the project with the issuance of bonds by Mission Economic Development Corporation, pursuant to Section 147(f) of the Internal Revenue Code of 1986 **SEE ATTACHMENTS ON PAGES 149 -152.**

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

ENGINEERING:

13. Consider and possibly approve the Replat of Lots 8A, 8B, and 9, Block 5, of a Replat of Ridgecrest Subdivision Unit 4 into Lots 8Z and 9Z, Block 5 of Ridgecrest Subdivision Unit 4 out of the William Carr Survey, Abstract 102, Jefferson County, Texas. Property is located off of Ridgeleigh Drive in Precinct No. 2. This plat is within the Beaumont ETJ (extra-territorial jurisdiction) and has met the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 146 - 148

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
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.

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

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Request for Proposal

February 4, 2020

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposal (RFP 20-004/JW), Wage and Compensation Study 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.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: Wage and Compensation Study for Jefferson County
PROPOSAL NO: RFP 20-004/JW
DUE DATE/TIME: 11:00 AM CT, Wednesday, March 4, 2020
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

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Proposal Submissions:

Offeror is responsible for submitting:

- One (1) original and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Offeror 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/>

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided wage and compensation studies of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

PLEASE READ THE “PROPOSAL SUBMITTAL CHECKLIST” INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for a Wage and Compensation Study for Jefferson County, Texas.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 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>

Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.

1.14 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

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

1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

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

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

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

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 will 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.

1.17 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.18 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.19 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.

1.20 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.21 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.22 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.23 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.24 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.25 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.26 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

1.27 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.28 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.29 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.30 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.31 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.32 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.33 Waiver of Subrogation

Offeror and Offeror'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 the Offeror's performance under this agreement.

1.34 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 1.36 Below)

1.36 Workers' Compensation Insurance

1.36.1 Definitions:

1.36.1.1 **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.

1.36.1.2 **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.

1.36.1.3 **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.

1.36.2 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.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 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.

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

1.36.5.1 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

1.36.5.2 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.

1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.36.7 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.

1.36.8 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.

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1.36.9.1 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.
- 1.36.9.2 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.
- 1.36.9.3 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.
- 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.36.9.4.2 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.
- 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.36.9.6 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
- 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 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.

1.36.11 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.

1.37 Delivery of Proposals

All proposals are to be delivered **by 11:00 AM CT, Wednesday, March 4, 2020**, to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors are strongly urged to plan accordingly.

County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked “SEALED PROPOSAL.” The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror’s Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.38 **Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a

bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal 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.

1.39 Questions

Questions regarding the submission requirements for this RFP may be sent to Jamey West, Assistant Purchasing Agent for Jefferson County at: jwest@co.jefferson.tx.us

Questions regarding the services to be proposed in response to this RFP may be sent to:

Cary Erickson, Director of HR & Risk Management for Jefferson County at:
cerickson@co.jefferson.tx.us,

Charmayne Pierce, Employee Relations Compensation Manager for Jefferson County at:
cpierce@co.jefferson.tx.us

Verenice Rosales, Sr. HR Generalist for Jefferson County at:
vrosales@co.jefferson.tx.us.

1.40 Tentative Schedule of Events

February 4, 2020	Issuance of Request for Proposal
March 4, 2020	Deadline Submission (late proposals will not be considered)
Week of March 9, 2020	Proposals distributed to Evaluation Committee
Week of March 16, 2020	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of March 23, 2020	Conduct Interview/Best and Final Offer/Short List
March 31, 2020	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Proposal Submittal

The Proposal is due no later than **11:00 AM CT, Wednesday, March 4, 2020**, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided wage and compensation studies of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.
- Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. General Proposal Format

3.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

3.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal Form (Page 32)
- h. Other information that may be helpful in the evaluation

3.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

3.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

3.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

3.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

3.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor 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 any employee or representative of same, in connection with this procurement.

3.8 Confidential/Proprietary Information

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

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

4. Scope of Services

4.1 Purpose/Objective

Jefferson County is seeking proposals from qualified consultants to conduct a salary market study of the area's local job market. The County's objective is to enhance the County's ability to attract, motivate, and retain quality employees to efficiently and cost-effectively deliver services and programs to the citizens of the County. The consulting firm must be a full-service firm with expertise in evaluating pay scales, policies, job descriptions, and market pay analysis. The consultant should be able to provide references from other counties or government agencies where similar work was performed. The salary market study results would be competitive with both public and private entity employees and project fair and equitable results pertaining to the surrounding geographic market area and similarly situated Counties in Texas (Bell, Brazoria, Brazos, Galveston, Lubbock, McLennan, Nueces, Smith and Webb). The selected firm would make recommendations to the County to ensure positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills, and abilities are classified together and paid appropriately. The County objective is to maintain a competitive position with other comparable government entities and private employers within the same geographic area and preserve internal equity and a competitive system for all civilian positions.

4.2 Background

The 2018 United States Census reports the Jefferson County population as 255,001. Beaumont is a city in (and the County seat) of Jefferson County, Texas. Beaumont is 85 miles east of Houston, Texas. The Port Arthur, Orange, and Beaumont area is known as the Golden Triangle and is considered a major industrial area on the Texas Gulf Coast.

Jefferson County has a step and grade compensation system. It is anticipated that approximately 565 positions will need to be surveyed. There are approximately 49 grades enveloping these approximately 565 positions.

A comprehensive compensation study and analysis of the County and surrounding organizations that share in the labor market should reveal the County's ability to recruit and retain employees to provide efficient services. The County is seeking a firm that will analyze jobs performed by our employees with comparable counties and local private entities with comparable job titles and/or job duties and responsibilities.

4.3 Qualifications

Proposer shall have:

- 1) Proficiency in salary survey methods, statistical analysis, and a minimum of three (3) years performing wage and compensation studies.
- 2) Knowledge and expertise with public sector compensation practices.
- 3) Resources to complete the study within four (4) months.
- 4) Certified Compensation Professional (CCP) certification preferred.
- 5) License to perform services in the State of Texas.

4.4 Scope/General Requirements

Evaluate internal equity by reviewing current pay grades among full-time, non-unionized employees based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay within EEOC guidelines for government employees and identify problem areas and recommend methods to correct. Collect comprehensive compensation data from the external surrounding labor market for County positions and analyze the data in an objective manner. Make recommendations for proposed changes to ensure both internal equity and external competitiveness.

The successful firm/proposer will provide market data for the current job classifications of positions chosen for the study, and a market analysis of wages for each position and for each comparable employer/group of employees. Any additional pay categories shall be reported by class of eligible employee. Survey descriptions shall be matched to job descriptions to ensure good job matches.

Analysis for data for each job shall be provided to the County in Excel format providing the following information: degree of match, range minimum, range maximum and actual average of incumbent employees of market comparable. The methodology used to place positions and/or construct the pay structure should be fully defined.

Charts and graphs shall be used to depict how the position of the County's jobs compare in relation to market comparable and recommended placement in a compensation structure.

Define the process for communicating with Human Resources, Administration and the organizational members throughout the process. The County will assist in coordinating departmental and employee meetings as necessary. The County will pre-approve all data collection instruments and/or other written documents provided employees.

5. Special Project Requirements

5.1 Objective

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 Offeror Experience

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and

- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

5.4 Proposal Specifications

Proposals MUST also include:

Cover Letter on your company letterhead - list the full name, address, telephone, and fax numbers of your firm and if applicable, of the office from which the services are to be provided. Designate the person to serve as project manager. State the number of years the individual or company has been in the business of providing wage and compensation studies for government agencies. State that the proposal will be valid for 90 days after the submission date. The letter must be signed by an individual authorized to enter into any contract with the County.

Detailed description of the plan to achieve the necessary requirements and a plan for accomplishing this work.

Professional resumes of all key personnel to be involved with the study and a clear indication of the responsibilities of each. It is understood by the County, the individuals specified in the proposal are the individuals who will do the work associated with the compensation study as described in the proposal. List the address, e-mail address, and telephone number of the office from which the services will be provided. No substitutions of key personnel following contract award will be made without the prior written consent of the Jefferson County Commissioners' Court. All requested

substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Proposals will provide a time line to include start and completion dates for the study. It is expected that the work will commence as soon as possible after the contract is awarded.

Proposals will clearly define the Firm's duties and responsibilities and those of the County. Absence of this distinction shall mean the Firm is assuming full responsibility of all tasks.

Experience the firm has in conducting similar reference studies for governmental entities and other comparable studies.

Describe the nature of services provided by the firm, including: the number of years' experience in providing job evaluation and compensation studies, specifically for the public sector; and the number of years' experience conducting pay equity and/or comparable worth studies.

Provide the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

The firm/consultant selected shall agree to abide by all relevant State and federal statutes including anti-discrimination, equal opportunity, and rehabilitation statutes and regulations. The consultant shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under the agreement.

The firm/consultant shall not sub-contract any part of the work involved in the project without prior written authorization by an authorized representative.

The selected consultant must be available to meet with Human Resources, Administration, and organizational members in a timely manner.

No representation as to the findings of the study, or information obtained in connection therewith, shall be released to any agency or person prior to the agreed upon public release dates except upon the prior approval of Human Resources, Administration, and organizational members.

The Offeror must disclose if they have had any contracts terminated prior to the end of contract and provide a detailed explanation.

State in brief and concise terms your understanding of the scope and nature of the project as described in this RFP. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Describe the services you will provide to the County, including, but not limited to:

- 1) How often will you meet with County personnel?
- 2) Describe techniques your firm would use to keep the County abreast of the progress of the project and how your firm will meet the proposed timeline.
- 3) Deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the Commissioners Court.
- 4) Provide the final report, tables, schedules, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation system on a flash drive and appear at a scheduled Commissioners Court meeting to discuss the recommendations and final report.
- 5) What follow-up support service will be available to the County?

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Cost Proposal

The Offeror must utilize the “**Cost Proposal Form**” (**Page 32**) in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of the “Cost Proposal Form” that is intended to be a substitute for the form, that is provided by an Offeror may be determined as non-responsive, and may result in the proposal’s disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Auditing, Human Resources, and the District Attorney’s office. Additional representatives may be added to the committee if deemed necessary.

6.4 Evaluation Criteria:

a. Responsiveness – 15%

This refers to the proposal’s complete responsiveness to all written specifications and requirements contained in this RFP.

b. Implementation Plan – 20%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing Compensation Studies and in managing the project.

c. Offeror Qualifications – 25%

This refers to the overall qualifications of Offeror and its past experience in providing and implementing similar or more complex Compensation Studies to other entities. It also refers to an evaluation of the quality of Offeror’s performance on previous local government projects.

d. Personnel Qualifications – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror’s project team on previous projects with the County and similar projects.

e. Cost of Professional Services – 25%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will

individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members.

The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

The County Commissioners reserves the right, at their sole discretion, to reject any and all proposals. Any contract awarded for services shall not become effective until approved by the County Commissioners.

6.5 Negotiations

Negotiation of contract for services shall follow the selection process with the top ranked firm. Should a satisfactory contract not be achievable with top ranked proposer, then the next ranked proposer shall be contacted and negotiations shall begin with each highest ranked firm and so on. The County may require selected proposer to submit technical or other additional information to its proposal as may result from negotiations.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Cost Proposal

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost will be a factor in the County's selection process.

Wage and Compensation Study for Jefferson County, as per specifications	\$ _____ . _____
Name of Offeror:	_____
Signature:	_____
Title:	_____

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page 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 OFFER.

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: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

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

The undersigned agrees, if this proposal 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 Request for Proposal, Conditions of Request for Proposal, 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 proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror 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 submit a proposal or not to submit a proposal thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.</p>		
<p>1 <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p>		<p>OFFICE USE ONLY</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		<p>Date Received</p>
<p>3 <input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p>4 _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Data</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page 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>		
<p>1 Name of Local Government Officer</p>		OFFICE USE ONLY <div style="border: 1px solid black; padding: 5px; height: 100px; vertical-align: top; margin-bottom: 10px;"></div> <p>Date Received</p>
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <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> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p style="text-align: center;">_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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

Offeror Must Complete and Return This Page 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/sub-consultants 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/Sub-consultant 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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page 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/sub-consultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Offeror Must Complete and Return This Page 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: _____

Offeror Must Complete and Return This Page 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: _____

Offeror Must Complete and Return This Page 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.

Offeror Must Complete and Return This Page 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 _____

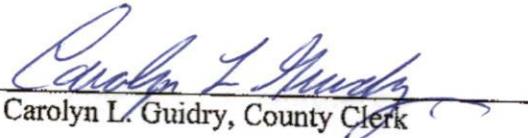
Offeror Must Complete and Return This Page With Offer.

**CONTRACT RENEWAL FOR IFB 19-001/YS
TERM CONTRACT FOR LEGAL NOTICES FOR JEFFERSON
COUNTY**

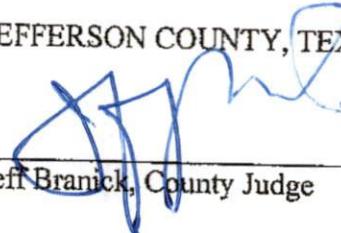
The County entered into a contract with Beaumont Enterprise for one (1) year, from February 19, 2019 to February 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from February 18, 2020 to February 17, 2021.

ATTEST:

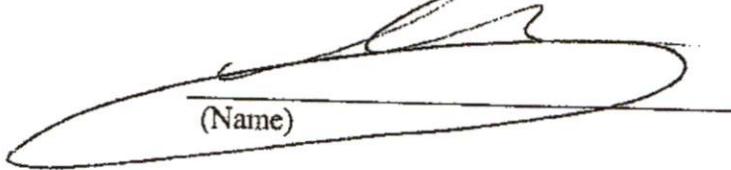

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Beaumont Enterprise


(Name)

**CONTRACT RENEWAL FOR IFB 19-001/YS
TERM CONTRACT FOR LEGAL NOTICES FOR JEFFERSON COUNTY**

The County entered into a contract with The Examiner for one (1) year, from February 19, 2019 to February 18, 2020, with an option to renew the contract for up to a five (5) year period.

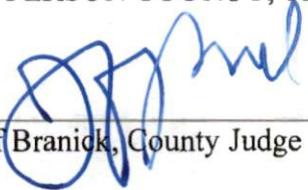
Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from February 18, 2020 to February 17, 2021.

ATTEST:

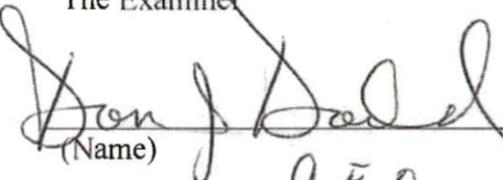

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
The Examiner


(Name) C.E.O.
The Examiner Corp.

**CONTRACT RENEWAL FOR IFB 19-001/YS
TERM CONTRACT FOR LEGAL NOTICES FOR JEFFERSON COUNTY**

**CONTRACT RENEWAL FOR IFB 19-001/YS
TERM CONTRACT FOR LEGAL NOTICES FOR JEFFERSON
COUNTY**

The County entered into a contract with Port Arthur News for one (1) year, from February 19, 2019 to February 18, 2020, 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 February 18, 2020 to February 17, 2021.

ATTEST:


Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
Port Arthur News


(Name)



CLAYBAR

Haven of Rest Cemetery

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

January 28, 2020

Mrs. Yei-Mei Sauer
Jefferson County Purchasing Dept.
1149 Pearl St.
Beaumont, TX 77701

Dear Yei-Mei,

Enclosed you will find a Purchase Agreement from Claybar Haven of Rest Cemetery for 30 indigent burial spaces at \$305.00/space; your reference #IFB 18-036/YS.

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

Sincerely,

John D. Woods

Claybar Haven of Rest Cemetery

Enclosures (3)

CONTRACT # IFB 18-036/YS
 Burial# _____
 Reference(s) # _____

Hillcrest Memorial Gardens, Inc.
 P.O. Box 2060
 4560 Hwy 87 South
 Orange, Texas, 77631-2060
 (409) 735-7145

Orange Forest Lawn
 P.O. Box 2060
 2312 Irving
 Orange, Texas 77631-2060
 (409) 735-7145

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

PURCHASE AGREEMENT

Date _____

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

#IFB 18-036/YS

Email _____

Address 1295 PEARL ST

BEAUMONT, TX 77701

Phone _____

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:

Hillcrest Memorial Gardens, Inc. Orange Forest Lawn

Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

PROPERTY DESCRIPTION

SERENITY

Garden _____
 Section _____ Lot * _____ Block * _____ Spaces * _____
 Section _____ Lot _____ Block _____ Spaces _____
 No. of spaces _____ Square Feet _____
 Mausoleum Unit _____
 Crypt _____ Level _____

Special Note: if any item listed below is in reference to
 Memorialization, Granite, scrolls and/or Service
 Arrangements an appropriate "MEMORIAL ORDER
 AND/OR "REQUEST AND AUTHORIZATION" must be
 completed and made part of this agreement.

MERCHANDISE - PROPERTY - SERVICES

Price itemization:

QTY	ITEM DESCRIPTION	COST
30	A. Ground Space	\$245.96/ea \$ 7,378.80
---	B. Mausoleum	\$
---	C. Niche	\$
---	D. Discount.....	\$
---	Net Property sale (A,B, or C-D).....	\$
30	Perpetual Care.....	\$59.04/ea \$ 1771.20
---	Deed Fee.....	\$
---	Liner Installation Fee.....	\$
---	Opening & Closing.....	\$
---	E. Memorial	\$
---	Memorial Inst. Fee	\$
---	F. Granite Base	\$
---	G. Memorial Discount	\$
---	MISC.....	\$
---	Net Memorial Sales (E or F-G)	\$
---	Sales Tax	\$
TOTAL PRICE (target)		\$
Allowance(s)		\$
Other Applicable Discounts		\$
ADJUSTED SALES PRICE		\$ 9,150.00

CREDIT DISCLOSURES

ADJUSTED SALES PRICE \$ 9,150.00

Less Cash Down Payment \$

Amount Financed \$

Annual Percentage Rate %

FINANCE CHARGE \$

TOTAL OF PAYMENTS (Amount financed
 + finance charge)..... \$

Deferred Payment Price (total sales
 price + finance charge)..... \$

..... \$

PAYMENT SCHEDULE

Number of Installments \$

Payable (Mo, Quart, Ann) \$

..... # equal installments of \$

And one final installment of \$

TOTAL AMOUNT OF ALL INSTALLMENTS

(must equal total of payments
 as itemized above) \$

\$ 9,150.00

First Installment Due _____

CFH/CKW/FF Contract # _____

NOTATIONS * SEE SEPARATE ATTACHMENT FOR LOT, BLOCK, & SPACE DESCRIPTIONS

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

RIGHTS OF PURCHASER AND SELLER

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

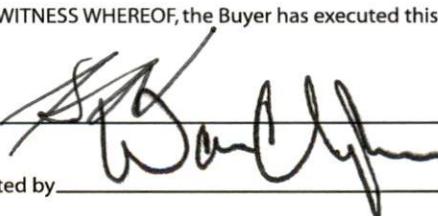
I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed this

4th day of February, 2020.

Buyer _____
 JEFF BRANICK, County Judge
 JEFFERSON COUNTY PUBLIC HEALTH DEPT
 Issue Deed to _____

FSA _____

Accepted by _____





CLAYBAR

Haven of Rest Cemetery

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

61

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
INDIGENT BURIAL PROGRAM

#IFB 18-036/YS

January 28, 2020

30 Burial Space Purchase Proposal

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space #'s</u>	<u># of Spaces</u>
Serenity	18	E	1,2,3,4	4
Serenity	18	F	1,2,3,4	4
Serenity	19	E	1,4	2
Serenity	19	F	1,2,3,4	4
Serenity	20	E	1,2,3,4	4
Serenity	30	E	1,2,3,4	4
Serenity	30	F	1,2,3,4	4
Serenity	31	E	1,2,3,4	4
TOTAL				30



WEST ORDER FORM
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

<u>Check West account status below as applicable:</u>		Rep Name & Number <u>Steph Lee 0036942</u>					
New <input type="checkbox"/>	(NACI Form attached)			Existing with Increase Credit Limit <input type="checkbox"/>	(NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>				Existing with changes <input type="checkbox"/>	(Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1000648447</u>		Quote #	PO #	Date <u>01/14/2020</u>			
Name/Subscriber <u>Judge Milton G. Shuffield / Title: Court Master</u>					Bill To Acct # <u>1000648447</u>		
Order Confirmation Contact Name <u>Jamey West</u>							
E-Mail <u>jwest@co.jefferson.tx.us</u>							
Password Contact Name (for password delivery) <u>Jamey West</u>							
E-Mail <u>jwest@co.jefferson.tx.us</u>							
Time and Billing Contact Name <u>n/a</u>							
E-Mail <u>acctspay@co.jefferson.tx.us</u>							
Federal Government Account Type		Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>			
MSA Jurisdiction <u>Texas</u>		Contract # <u>DIR-LGL-CALIR-02</u>	Option # <u>1A</u>				
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>			
Name _____		Attn: _____					
Address _____					Suite/Floor _____		
City _____		State _____	County _____	Zip _____			

*** REQUIRED ***

IF NEEDED

	Online/CD-ROM/Practice Solutions/Software Products	
--	---	--

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	TX DIR - OPTION 1A	1		52.00		\$52.00

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ 52.00

	Online/Practice Solutions/Software Products Subscriptions	
--	--	--

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

N/A **24 month Minimum Term.** Monthly Charges for the second 12 months will be ____% over the first 12 months.

N/A **36 month Minimum Term.** Monthly Charges for the second 12 months will be ____% over the first 12 months; Monthly Charges for the third 12 months will be ____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

West LegalEdcenter Products Subscriptions

Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

N/A **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

N/A **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

N/A **West LegalEdcenter annual billing (please check if requested)**

CD-ROM Products

Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at <http://legalsolutions.com/schedule-a-westlaw>. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

N/A **Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

N/A **CD-ROM annual billing (please check if requested)**

Banded Products Subscriptions

You certify that you have a total of **N/A** attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only

BND

Technical Contacts for Westlaw Patron Access and Campus ResearchTechnical Contact Name (please print): n/a

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

 Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research). Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only**OF Instructions:** Max Conc = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59**Online/Practice Solutions/Software Renewals****Sub Matl #** **Online/Practice Solutions/Software Products** **Current Monthly Charges***

	<u>n/a</u>	

Notes:

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

12 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

24 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

36 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Passwords and QuickView+								
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Shuffield	Milton	X						ALL

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

Print/CD-ROM Products

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

N/A **Initial for Subscription Services.** I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

Westlaw Roaming Access

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ Initial to block roaming access

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Peer Monitor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- West LegalEdcenter
- West km software
- Westlaw Public Records

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeff R. Branick
 Title Jefferson County Judge
 Date February 4th 2020
 Signature X

ATTEST Ronald L. Hendry
 DATE 2/4/20



For Credit Card Transactions only:	Visa	Master Card	Am Ex
Card #	Expir. Date	Total Amt. to Charge for this Order	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

For Internal Use Only (Rep to complete for telephone print orders only)
 By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- **Option 1A—Texas Core Resources with News Databases**
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- All Analytical Library
- American Law Reports (ALR) Library
- American Jurisprudence (AMJUR) Library
- Corpus Juris Secundum (CJS) Library
- Law Reviews and Journals Library
- Municipal Practitioner Core Library
- Criminal Expert Resources
- Regulations with Editorial Enhancements (formerly RegulationsPlus)
- PeopleMap Premier
- Texas Analytical Library
- Texas Employment Practitioner Core Library
- Texas Criminal Secondary Library
- Texas Family Law Core Library
- Texas Pleadings, Motions, and Memoranda Library
- Texas Briefs Plus Library
- Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library
- Texas Form Finder

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

Included Content:	<ul style="list-style-type: none"> ▪ Texas Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Employment Regulations Suite ▪ U.S. News Library 						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$47	\$47	\$49	\$52	\$54	\$57	\$60
26-50	\$45	\$45	\$47	\$49	\$52	\$54	\$57
51-100	\$42	\$42	\$45	\$47	\$49	\$52	\$54
101-150	\$40	\$40	\$42	\$44	\$47	\$49	\$51
151-200	\$38	\$38	\$40	\$42	\$44	\$47	\$49
201 +	\$36	\$36	\$38	\$40	\$42	\$44	\$46

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

Content

Texas Primary Law—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

Texas Practice Series Library—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts* and Current Awareness services (KeyCite Alert, WestClip) *[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options **1A** – **1B**.

Content Descriptions

All Analytical Library—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

American Law Reports (ALR) Library—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

Corpus Juris Secundum (CJS) Library—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Law Reviews and Journals Library—Respected law reviews, law journals, and other professional legal publications.

Municipal Practitioner Core Library—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

Criminal Expert Resources Library—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

Regulations with Editorial Enhancements (formerly RegulationsPlus)—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

PeopleMap Premier—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

Texas Analytical Library—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

Texas Employment Practitioner Core Library—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

Texas Criminal Secondary Library—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

Texas Family Law Core Library—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West's respected secondary treatises and CLE materials.

Texas Pleadings, Motions, and Memoranda—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

Texas Briefs Plus Library—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes*. Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator*. Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History*. Journals, floor debates, reports, bill drafts, testimony, Governor's messages and votes.

Texas Form Finder—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

Fran Lee

From: Theresa Goodness <thegood@co.jefferson.tx.us>
Sent: Tuesday, January 28, 2020 3:57 PM
To: 'Fran Lee'
Cc: 'JeffCo Historical Commission'
Subject: budget amendment for JCHC

Fran:

Please place an item on the Court's agenda to approve a budget amendment for postage due to extra costs for mailing 2020 JCHC Historical Calendar:

259-0000-414-40-52	Postage	\$125.00
259-0000-414-30-78	Supplies	\$125.00

If anything further is needed, please contact me or Linda McMahan.

Sincerely,

Theresa Goodness, Chair and Historic Preservation Officer

Jefferson County Historical Commission
1149 Pearl Street, Third Floor
Beaumont, TX 77701
409.835.8480

[Jefferson County Historical Commission website](#)

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

**FOR THE YEAR ENDED
AUGUST 31, 2019**

WITH INDEPENDENT AUDITOR'S REPORT

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**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

YEAR ENDED AUGUST 31, 2019

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INDEPENDENT AUDITOR'S REPORT

Jefferson County Community
Supervision and Corrections Department
Jefferson County, Texas

We have audited the accompanying financial statements of the Jefferson County Community Supervision and Corrections Department (CSCD), which comprise the combined statement of financial position as of August 31, 2019, the combined statement of revenue, expenditures and changes in fund balance, the combining statement of revenues, expenditures and changes in fund balance – all diversion funds, the combining statement of revenues, expenditures and changes in fund balance – all community correction funds, the individual statements of revenue, expenditures and changes in fund balance – budget, actual and variance for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 23, 2020.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the provisions of the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, combined statement of financial position as of August 31, 2019, the combined statement of revenue, expenditures and changes in fund balance, the combining statement of revenues, expenditures and changes in fund balance - all diversion funds, the combining statement of revenues, expenditures and changes in fund balance – all community correction funds, the individual statements of revenue, expenditures and changes in fund balance – budget, actual and variance for the year ended August 31, 2019, and the related notes to the financial statements of Jefferson County CSCD, in accordance with the financial reporting provisions of the TDCJ-CJAD as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared based on the financial reporting provisions of the TDCJ-CJAD, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the TDCJ-CJAD. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 1, the financial statements present the operations of the Jefferson County CSCD only, and are not intended to present fairly the financial position of Jefferson County, Texas and the results of its operations in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Jefferson County CSCD's basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The Schedules of Differences Between Audit Report and CSCD Reports as Submitted to TDCJ-CJAD are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 23, 2020, on our consideration of the Jefferson County CSCD's internal control over financial reporting and on our tests of its compliance with certain provisions of laws and regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County CSCD's internal control over financial reporting and compliance.

Restriction of Use

This report is intended solely for the information and use of the management of Jefferson County CSCD, others within the organization, and the Texas Department of Criminal Justice - Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 23, 2020

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINED STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2019

ASSETS

	Basic Supervision	Community Corrections	Diversion Programs	Total
Cash and investments				
Bank balances	\$ 543,668	\$ 181,124	\$ 413,378	\$ 1,138,170
Total Cash and Investments	<u>543,668</u>	<u>181,124</u>	<u>413,378</u>	<u>1,138,170</u>
Accounts Receivable				
Community supervision fees	160,188	-	-	160,188
Other	39,583	-	32,451	72,034
Total Accounts Receivable	<u>199,771</u>	<u>-</u>	<u>32,451</u>	<u>232,222</u>
Total Assets	<u>\$ 743,439</u>	<u>\$ 181,124</u>	<u>\$ 445,829</u>	<u>\$ 1,370,392</u>

LIABILITIES AND FUND BALANCE

Liabilities				
Accounts payable	\$ 196,306	\$ 21,569	\$ 103,456	\$ 321,331
Due to TDCJ-CJAD	-	159,555	342,373	501,928
Total Liabilities	<u>196,306</u>	<u>181,124</u>	<u>445,829</u>	<u>823,259</u>
Fund Balance	547,133	-	-	547,133
Total Liabilities and Fund Balance	<u>\$ 743,439</u>	<u>\$ 181,124</u>	<u>\$ 445,829</u>	<u>\$ 1,370,392</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE**

FOR THE YEAR ENDED AUGUST 31, 2019

	Basic Supervision	Community Corrections	Diversion Programs	Total
REVENUE				
State aid	\$ 1,383,582	\$ 561,656	\$ 2,033,039	\$ 3,978,277
Deobligation	-	-	(282,000)	(282,000)
Total State Aid Not Including SAFPF	<u>1,383,582</u>	<u>561,656</u>	<u>1,751,039</u>	<u>3,696,277</u>
State aid: SAFPF	98,672	-	-	98,672
Community supervision fees	1,887,633	-	-	1,887,633
Payments by program participants	135,598	-	253,931	389,529
Interest income	26,833	-	-	26,833
Other revenue	276,645	-	28,691	305,336
Total Revenue	<u>3,808,963</u>	<u>561,656</u>	<u>2,033,661</u>	<u>6,404,280</u>
EXPENDITURES				
Salaries and fringe benefits	3,849,557	378,735	1,681,456	5,909,748
Travel and furnished transportation	13,541	37,056	45,069	95,666
Contract services for offenders	2,635	-	18,332	20,967
Professional fees	129,427	5,996	16,963	152,386
Supplies and operating expenses	36,087	364	167,204	203,655
Facilities	-	-	83,480	83,480
Utilities	3,467	-	45,079	48,546
Equipment	53,429	2,287	23,451	79,167
Total Expenditures	<u>4,088,143</u>	<u>424,438</u>	<u>2,081,034</u>	<u>6,593,615</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(279,180)	137,218	(47,373)	(189,335)
OTHER FINANCING SOURCES (USES)				
CC interfund transfer	-	(95,211)	95,211	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>(95,211)</u>	<u>95,211</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>826,313</u>	<u>117,548</u>	<u>294,535</u>	<u>1,238,396</u>
Refund due to TDCJ-CJAD	-	(159,555)	(342,373)	(501,928)
AUDITED YEAR ENDING FUND BALANCE	\$ 547,133	\$ -	\$ -	\$ 547,133

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

ALL COMMUNITY CORRECTIONS FUNDS
COMBINING STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE

FOR THE YEAR ENDED AUGUST 2019

	CC Program CSR	CC Program High Need	Total
REVENUE			
State aid	\$ 426,595	\$ 135,061	\$ 561,656
Total Revenue	<u>426,595</u>	<u>135,061</u>	<u>561,656</u>
EXPENDITURES			
Salaries and fringe benefits	267,289	111,446	378,735
Travel and furnished transportation	34,788	2,268	37,056
Professional fees	4,098	1,898	5,996
Supplies and operating expenses	364	-	364
Equipment	2,287	-	2,287
Total Expenditures	<u>308,826</u>	<u>115,612</u>	<u>424,438</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	117,769	19,449	137,218
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	(95,211)	-	(95,211)
Total Other Financing Sources (Uses)	<u>(95,211)</u>	<u>-</u>	<u>(95,211)</u>
PRIOR YEAR ENDING FUND BALANCE			
Refund to CJAD	100,717	16,831	117,548
Adjusted Beginning Fund Balance	(123,275)	(36,280)	(159,555)
	<u>(22,558)</u>	<u>(19,449)</u>	<u>(42,007)</u>
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

ALL DIVERSION PROGRAM FUNDS
COMBINING STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE

FOR THE YEAR ENDED AUGUST 31, 2019

	Women's Center	Intervention & Pre-Trial	Mental Health	Total
REVENUE				
State aid	\$ 1,446,621	\$ 446,254	\$ 140,164	\$ 2,033,039
Deobligation	(200,000)	(72,000)	(10,000)	(282,000)
Total State Aid	<u>1,246,621</u>	<u>374,254</u>	<u>130,164</u>	<u>1,751,039</u>
Payments by program participants	178,726	75,205	-	253,931
Other revenue	28,691	-	-	28,691
Total Revenue	<u>1,454,038</u>	<u>449,459</u>	<u>130,164</u>	<u>2,033,661</u>
EXPENDITURES				
Salaries and fringe benefits	1,041,809	516,208	123,439	1,681,456
Travel and furnished transportation	22,780	3,838	18,451	45,069
Contract services for offenders	18,332	-	-	18,332
Professional fees	12,319	2,807	1,837	16,963
Supplies and operating expenses	162,907	4,297	-	167,204
Facilities	83,480	-	-	83,480
Utilities	45,079	-	-	45,079
Equipment	22,225	1,226	-	23,451
Total Expenditures	<u>1,408,931</u>	<u>528,376</u>	<u>143,727</u>	<u>2,081,034</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	45,107	(78,917)	(13,563)	(47,373)
OTHER FINANCING SOURCES (USES)				
CC interfund transfer	53,241	38,247	3,723	95,211
Total Other Financing Sources (Uses)	<u>53,241</u>	<u>38,247</u>	<u>3,723</u>	<u>95,211</u>
PRIOR YEAR ENDING FUND BALANCE	210,998	58,742	24,795	294,535
Refund to CJAD	(309,346)	(18,072)	(14,955)	(342,373)
Adjusted Beginning Fund Balance	<u>(98,348)</u>	<u>40,670</u>	<u>9,840</u>	<u>(47,838)</u>
AUDITED YEAR ENDING FUND BALANCE	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -

JEFFERSON COUNTY COMMUNITY SUPERVISION

INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2019

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 1,383,582	\$ 1,383,582	\$ -
State aid: SAFPF	60,000	98,672	38,672
Community supervision fees collected	1,925,000	1,887,633	(37,367)
Payments by program participants	160,000	135,598	(24,402)
Interest income	5,000	26,833	21,833
Carry over from previous FY (prior year ending fund balance)	826,313	826,313	-
Other revenue	260,000	276,645	16,645
Total Revenue	<u>4,619,895</u>	<u>4,635,276</u>	<u>15,381</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	4,142,128	3,849,557	292,571
Travel and furnished transportation	68,000	13,541	54,459
Contract services for offenders	7,000	2,635	4,365
Professional fees	138,757	129,427	9,330
Supplies and operating expenses	187,520	36,087	151,433
Utilities	8,490	3,467	5,023
Equipment	68,000	53,429	14,571
Total Expenditures	<u>4,619,895</u>	<u>4,088,143</u>	<u>531,752</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
	-	<u>547,133</u>	547,133
AUDITED YEAR ENDING FUND BALANCE - ACTUALS			
	\$ <u>547,133</u>		

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET , ACTUAL AND VARIANCE

COMMUNITY CORRECTIONS PROGRAM
CSR

FOR THE YEAR ENDED AUGUST 31, 2019

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 426,595	\$ 426,595	\$ -
Carry over from previous FY (prior year ending fund balance)	100,717	100,717	-
CC interfund transfer	(95,211)	(95,211)	-
Total Revenue	<u>432,101</u>	<u>432,101</u>	-
TYPE OF EXPENDITURES			
Salaries and fringe benefits	272,877	267,289	5,588
Travel and furnished transportation	46,750	34,788	11,962
Professional fees	6,200	4,098	2,102
Supplies and operating expenses	94,200	364	93,836
Equipment	12,074	2,287	9,787
Total Expenditures	<u>432,101</u>	<u>308,826</u>	<u>123,275</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
Refund to CJAD - actuals	-	123,275	123,275
	(123,275)		
AUDITED YEAR ENDING FUND BALANCE - ACTUALS			
	\$ _____		

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

COMMUNITY CORRECTIONS PROGRAM
HIGH NEED

FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 135,061	\$ 135,061	\$ -
Carry over from previous FY (prior year ending fund balance)	<u>16,831</u>	<u>16,831</u>	<u>-</u>
Total Revenue	<u>151,892</u>	<u>151,892</u>	<u>-</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	112,092	111,446	646
Travel and furnished transportation	6,750	2,268	4,482
Professional fees	2,013	1,898	115
Supplies and operating expenses	<u>31,037</u>	<u>-</u>	<u>31,037</u>
Total Expenditures	<u>151,892</u>	<u>115,612</u>	<u>36,280</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
	-	36,280	36,280
Refund to CJAD - actuals	(36,280)		
AUDITED YEAR ENDING FUND BALANCE - ACTUALS			
	\$ _____	\$ _____	\$ _____

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION PROGRAM
WOMEN'S CENTER

FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 1,246,621	\$ 1,446,621	\$ 200,000
Payments by program participants	122,400	178,726	56,326
Carry over from previous FY (prior year ending fund balance)	210,998	210,998	-
Other revenue	2,000	28,691	26,691
CC interfund transfer	53,241	53,241	-
Total Revenue	<u>1,635,260</u>	<u>1,918,277</u>	<u>283,017</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	1,144,772	1,041,809	102,963
Travel and furnished transportation	44,700	22,780	21,920
Contract services for offenders	32,960	18,332	14,628
Professional fees	17,450	12,319	5,131
Supplies and operating expenses	219,557	162,907	56,650
Facilities	84,220	83,480	740
Utilities	61,900	45,079	16,821
Equipment	29,701	22,225	7,476
Total Expenditures	<u>1,635,260</u>	<u>1,408,931</u>	<u>226,329</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
	-	509,346	509,346
OTHER FINANCING SOURCES (USES) ACTUALS			
Deobligation - actuals	(200,000)		
Total Other Financing Sources (Uses)	<u>(200,000)</u>		
Refund to CJAD - actuals	(309,346)		
AUDITED YEAR ENDING FUND BALANCE - ACTUALS			\$ _____ -

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION PROGRAM
INTERVENTION AND PRE-TRAIL DIVERSION

FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 374,254	\$ 446,254	\$ 72,000
Payments by program participants	73,500	75,205	1,705
Carry over from previous FY (prior year ending fund balance)	58,742	58,742	-
CC interfund transfer	<u>38,247</u>	<u>38,247</u>	-
Total Revenue	<u>544,743</u>	<u>618,448</u>	<u>73,705</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	522,899	516,208	6,691
Travel and furnished transportation	8,089	3,838	4,251
Professional fees	4,307	2,807	1,500
Supplies and operating expenses	6,848	4,297	2,551
Equipment	<u>2,600</u>	<u>1,226</u>	<u>1,374</u>
Total Expenditures	<u>544,743</u>	<u>528,376</u>	<u>16,367</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	90,072	90,072
OTHER FINANCING SOURCES (USES) ACTUALS			
Deobligation - actuals	(72,000)		
Total Other Financing Sources (Uses)	(72,000)		
Refund to CJAD - actuals	(18,072)		
AUDITED YEAR ENDING FUND BALANCE - ACTUALS	\$ -		

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION PROGRAM
MENTAL HEALTH

FOR THE YEAR ENDED AUGUST 31, 2019

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 130,164	\$ 140,164	\$ 10,000
Carry over from previous FY (prior year ending fund balance)	24,795	24,795	-
CC interfund transfer	3,723	3,723	-
Total Revenue	<u>158,682</u>	<u>168,682</u>	<u>10,000</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	122,689	123,439	(750)
Travel and furnished transportation	23,237	18,451	4,786
Professional fees	4,977	1,837	3,140
Supplies and operating expenses	7,779	-	7,779
Total Expenditures	<u>158,682</u>	<u>143,727</u>	<u>14,955</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	24,955	24,955
OTHER FINANCING SOURCES (USES) ACTUALS			
Deobligation - actuals	(10,000)		
Total Other Financing Sources (Uses)	<u>(10,000)</u>		
Refund to CJAD - actuals	(14,955)		
AUDITED YEAR ENDING FUND BALANCE - ACTUALS	\$ _____	-	

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements include the revenue of the Jefferson County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the TDCJ-CJAD from state appropriations for the Basic Supervision Fund, Community Corrections funds, Diversion Program Grant Funds, local fees collected for the use of the CSCD, and the expenditures of those funds.

The Jefferson County Community Supervision and Corrections Department, a special purpose district of State government, was organized to provide certain adult probation services to judicial districts.

Basis of Accounting

Since the Department receives funding from state government, it must comply with the requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than generally accepted accounting principles.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of Jefferson County CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures of Jefferson County CSCD are accounted for using the cash basis of accounting until the last quarter when the modified accrual basis of accounting is used in preparation of the fourth quarter reports submitted to TDCJ-CJAD.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities for the current period. Revenues received by October 31 for financial activity performed by August 31 are considered available. Also purchases for which the commitment has been established by August 31 are considered liabilities regardless of whether possession of these goods has been received by August 31 provided that the liability purchase is received and is paid for by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.

Funds of the Jefferson County CSCD are grouped into the agency fund type for the purpose of operation on the Jefferson County, Texas accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Jefferson County, Texas budget process and are held in purely a custodial capacity.

Budgets (Accounting and Legal Compliance)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the TDCJ-CJAD.

Only budget adjustment requests, at year end, received by September 30, will be reviewed and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept any budget adjustments after September 30 for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD are referred to in performing the financial audit.

2. ONE-TIME/SUPPLEMENTAL PAYMENTS

The Department did not receive any one-time/supplemental payments in fiscal year 2019.

3. DEOBLIGATIONS

During the fiscal year, the Department deobligated funds in the following Diversion Programs:

- Intervention and Pre-Trial Program - \$72,000
- Specialized Caseload (Mental Health Initiative) - \$10,000
- Jefferson County Women's Center - \$200,000

4. INTERFUND TRANSFERS

During the fiscal year, the Community Corrections Program – CSR transferred \$95,211 to Diversion Programs; \$53,241 to Women's Center, \$3,723 to Mental Health Initiative, and \$38,247 to Intervention & Pre-Trial. These transfers were made to cover cost-of-living salary increases in the Diversion Programs.

5. PRIOR PERIOD ADJUSTMENTS

The Department did not have any prior period adjustments during fiscal year 2019.

6. REFUNDS

On November 12, 2019, the CSCD issued the following biennium refunds to TDCJ-CJAD:

Program	Dollar Amount
Community Corrections Program - Specialized High Need	\$ 36,280
Community Corrections Program - Community Service Restitution	123,275
Diversion Program - Women's Center	309,346
Diversion Program - Intervention & Pre-Trial Diversion	18,072
Diversion Program - Mental Health Initiative	14,955

7. CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD.

During the fiscal year audited: The CSCD's state aid and net funds (revenues) received were deposited and held, and collection accounts' remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD's state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011(c) and Local Government Code 113.022 and 140.003 (f)).

CSCD employees who have access to public funds are covered by a surety bond, which also covers those employees who maintain and administer change funds and/or petty cash.

The CSCD maintains a change fund totaling \$300, consisting of \$150 at the CSCD's office in Beaumont, Texas, and \$150 at the CSCD's office in Port Arthur, Texas. A change fund is not considered a petty cash fund and it is used strictly for making change in connection with collections that are due and payable to the CSCD.

The residential treatment program maintains a petty cash fund utilizing CSCD funds. The petty cash balance is \$1,000 and is used for miscellaneous office expenditures. Expenditures are processed through cash. The petty cash account is replenished through the county's purchase order system.

Idle funds are invested only within the depository of the County in a manner that protects the integrity of the principal and guarantees no loss of principal to the CSCD.

8. EXCESS OF EXPENDITURES OVER BUDGETS IN INDIVIDUAL PROGRAMS

The Department's salaries and fringe benefits expenditures exceeded the approved line item budget amount by \$750 in the Diversion Program – Mental Health. This occurred due to an increase in the retirement rate, which was not reflected in the budget. These excess expenditures were not over 15% of the approved line item budget amount.

9. FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

The Department utilized the following funds collected from sources other than TDCJ-CJAD which are required to be reported for the year ended August 31, 2019:

Source	Amount Received	Restrictions for Use	Expended in Accordance with Restrictions
Community Supervision Fees Collected	<u>\$ 1,887,633</u>	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
<u>Payments by Program Participants:</u>			
Alcohol/Drug Education Program	\$ 27,285	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
DWI Class	37,821	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Assessment Fees	16,215	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Drug Behavior Education Class	1,218	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
DWI Intervention Fees	22,312	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
MRT Fee	3,990	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes

Source	Amount Received	Restrictions for Use	Expended in Accordance with Restrictions
Sex Offender Program	\$ 4,379	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Theft Class	8,313	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
UA Fees	4,660	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Unclaimed Restitution	56	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Board, Lodging, & Transportation	178,725	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Batterer's Treatment Program (Pretrial Intervention Program Related Fees)	9,349	Texas Code of Criminal Procedure Chapter 102.012; <i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Drop Program Fee (Pretrial Intervention Program Related Fees)	13,989	Texas Code of Criminal Procedure Chapter 102.012; <i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Drug Diversion Fee (Pretrial Intervention Program Related Fees)	<u>61,217</u>	Texas Code of Criminal Procedure Chapter 102.012; <i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Total Payments by Program Participants:	<u>\$ 389,529</u>		
Interest Income	<u>\$ 26,833</u>	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
<u>Other Revenue:</u>			
Transaction Administrative \$2 Fees	\$ 49,397	Code of Criminal Procedure Article 102.072; <i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Admin Fee Application	19,575	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
PSI Fees	199,595	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Food Stamp Prosecution	7,953	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Miscellaneous Repayments	120	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Service Fees	5	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Vending	(1,585)	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Miscellaneous Sales	30,207	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Miscellaneous Refunds	<u>69</u>	<i>Financial Management Manual for TDCJ-CJAD Funding restrictions</i>	Yes
Total Other Revenue:	<u>\$ 305,336</u>		

Locally generated revenues are expended in accordance with the Financial Management Manual for TDCJ-CJAD Funding, TDCJ-CJAD Funding and Fiscal Management Updates, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws.

10. COMMITMENTS AND CONTINGENCIES

The Department is contingently liable in respect to lawsuits and other claims in the ordinary course of its operations. The potential settlement (if any) of such contingencies under the budgetary process would require appropriation of revenues yet to be realized and in the opinion of Department management would not materially affect the financial position of the Department at August 31, 2019.

11. SUBSEQUENT EVENTS

The department had no subsequent events that require disclosure.

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SUPPLEMENTARY SCHEDULES

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**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 1,383,582	\$ 1,383,582	\$ -
State aid: SAFFP payments	98,672	98,672	-
Community supervision fees	1,887,633	1,887,633	-
Payments by program participants	135,598	135,598	-
Interest income	26,833	26,833	-
Other revenue	276,645	276,645	-
Total Revenue	<u>3,808,963</u>	<u>3,808,963</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	3,849,557	3,849,557	-
Travel and furnished transportation	13,541	13,541	-
Contract services for offenders	2,635	2,635	-
Professional fees	129,427	129,427	-
Supplies and operating expenses	36,087	36,087	-
Utilities	3,467	3,467	-
Equipment	<u>53,429</u>	<u>53,429</u>	<u>-</u>
Total Expenditures	<u>4,088,143</u>	<u>4,088,143</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(279,180)	(279,180)	-
PRIOR YEAR ENDING FUND BALANCE	<u>826,313</u>	<u>826,313</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 547,133</u>	<u>\$ 547,133</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
COMMUNITY CORRECTIONS PROGRAM
CSR

FOR THE YEAR ENDED AUGUST 31, 2019

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 426,595	\$ 426,595	\$ -
Total Revenue	<u>426,595</u>	<u>426,595</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	267,289	267,289	-
Travel and furnished transportation	34,788	34,788	-
Professional fees	4,098	4,098	-
Supplies and operating expenses	364	364	-
Equipment	2,287	2,287	-
Total Expenditures	<u>308,826</u>	<u>308,826</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	117,769	117,769	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	(95,211)	(95,211)	-
Total Other Financing Sources (Uses)	<u>(95,211)</u>	<u>(95,211)</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	100,717	100,717	-
Refund Due to CJAD	(123,275)	(123,275)	-
Adjusted Beginning Fund Balance	<u>(22,558)</u>	<u>(22,558)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
COMMUNITY CORRECTIONS PROGRAM
HIGH NEED

FOR THE YEAR ENDED AUGUST 31, 2019

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	\$ 135,061	\$ 135,061	\$ -
Total Revenue	<u>135,061</u>	<u>135,061</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	111,446	111,446	-
Travel and furnished transportation	2,268	2,268	-
Professional fees	<u>1,898</u>	<u>1,898</u>	<u>-</u>
Total Expenditures	<u>115,612</u>	<u>115,612</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	19,449	19,449	-
PRIOR YEAR ENDING FUND BALANCE			
Refund Due to CJAD	16,831	16,831	-
Adjusted Beginning Fund Balance	<u>(36,280)</u>	<u>(36,280)</u>	<u>-</u>
	<u>(19,449)</u>	<u>(19,449)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION TARGET PROGRAM
WOMAN'S CENTER

FOR THE YEAR ENDED AUGUST 31, 2019

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	\$ 1,446,621	\$ 1,446,621	\$ -
Deobligation	(200,000)	(200,000)	- -
Total State Aid	<u>1,246,621</u>	<u>1,246,621</u>	- -
Payments by program participants	178,726	178,726	- -
Other revenue	<u>28,691</u>	<u>28,691</u>	- -
Total Revenue	<u>1,454,038</u>	<u>1,454,038</u>	- -
EXPENDITURES			
Salaries and fringe benefits	1,041,809	1,041,809	- -
Travel and furnished transportation	22,780	22,780	- -
Contract services for offenders	18,332	18,332	- -
Professional fees	12,319	12,319	- -
Supplies and operating expenses	162,907	162,907	- -
Facilities	83,480	83,480	- -
Utilities	45,079	45,079	- -
Equipment	<u>22,225</u>	<u>22,225</u>	- -
Total Expenditures	<u>1,408,931</u>	<u>1,408,931</u>	- -
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
	45,107	45,107	- -
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>53,241</u>	<u>53,241</u>	- -
Total Other Financing Sources (Uses)	<u>53,241</u>	<u>53,241</u>	- -
PRIOR YEAR ENDING FUND BALANCE			
Refund Due to CJAD	(309,346)	(309,346)	- -
Adjusted Beginning Fund Balance	<u>(98,348)</u>	<u>(98,348)</u>	- -
AUDITED YEAR ENDING FUND BALANCE			
	\$ _____ -	\$ _____ -	\$ _____ -

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION TARGET PROGRAM
INTERVENTION AND PRE-TRIAL DIVERSION

FOR THE YEAR ENDED AUGUST 31, 2019

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	\$ 446,254	\$ 446,254	\$ -
Deobligation	(72,000)	(72,000)	- -
Total State Aid	<u>374,254</u>	<u>374,254</u>	- -
Payments by program participants	75,205	75,205	- -
Total Revenue	<u>449,459</u>	<u>449,459</u>	- -
EXPENDITURES			
Salaries and fringe benefits	516,208	516,208	- -
Travel and furnished transportation	3,838	3,838	- -
Professional fees	2,807	2,807	- -
Supplies and operating expenses	4,297	4,297	- -
Equipment	1,226	1,226	- -
Total Expenditures	<u>528,376</u>	<u>528,376</u>	- -
EXCESS OF REVENUE OVER (UNDER)			
EXPENDITURES	(78,917)	(78,917)	- -
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	38,247	38,247	- -
Total Other Financing Sources (Uses)	<u>38,247</u>	<u>38,247</u>	- -
PRIOR YEAR ENDING FUND BALANCE			
Refund Due to CJAD	(18,072)	(18,072)	- -
Adjusted Beginning Fund Balance	<u>40,670</u>	<u>40,670</u>	- -
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS OF DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION TARGET PROGRAM
MENTAL HEALTH

FOR THE YEAR ENDED AUGUST 31, 2019

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	\$ 140,164	\$ 140,164	\$ -
Deobligation	(10,000)	(10,000)	- -
Total Revenue	<u>130,164</u>	<u>130,164</u>	- -
EXPENDITURES			
Salaries and fringe benefits	123,439	123,439	- -
Travel and furnished transportation	18,451	18,451	- -
Professional fees	1,837	1,837	- -
Total Expenditures	<u>143,727</u>	<u>143,727</u>	- -
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(13,563)	(13,563)	- -
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	3,723	3,723	- -
Total Other Financing Sources (Uses)	<u>3,723</u>	<u>3,723</u>	- -
PRIOR YEAR ENDING FUND BALANCE			
Refund Due to CJAD	(14,955)	(14,955)	- -
Adjusted Beginning Fund Balance	<u>9,840</u>	<u>9,840</u>	- -
AUDITED YEAR ENDING FUND BALANCE	\$ - -	\$ - -	\$ - -

COMPLIANCE SECTION

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

Jefferson County Community
Supervision and Corrections Department
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Jefferson County Community Supervision and Corrections Department (CSCD) as of and for the year ended August 31, 2019, and the related notes to the financial statements, which collectively comprise Jefferson County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated January 23, 2020.

Internal Control Over Financial Reporting

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

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

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

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Compliance and Other Matters

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

Purpose of this Report

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

This report is intended solely for the information and use of the Jefferson County CSCD, others within the organization, and the Texas Department of Criminal Justice – Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 23, 2020

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2019

None.

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE PRIOR YEAR ENDED AUGUST 31, 2018

None.

VIII. TDCJ-CJAD INDEPENDENT AUDIT COMPLIANCE CHECKLIST

The Compliance Checklist FORMAT AND CONTENT are NOT TO BE ALTERED.

Indicate whether these compliance requirements have been met by answering “YES,” “NO,” or “N/A” (Not Applicable). If “N/A” is blocked out, then answers must be either “YES” or “NO”. *Please contact your Fiscal Auditor if you have any questions.*

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES (Questions 1-2)

An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1 and 2 are answered NO.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. Yes Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Cash Matching for Grants; FMM Grants, Donations, Fees... (Question 2)

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD's matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

2. N/A Was cash matching properly: authorized, budgeted, and expended?

FINANCIAL STATEMENTS (Questions 3-14)

An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 3, 5, 7, 10, and 11 are answered NO. All sources identified in questions 4, 6, 8-9 & 11 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.

3. Yes Were expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements (Questions 4-5)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision.

Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if they are returning funds they received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. With the exception of returning unused funds, transfers cannot come from DP (even to/from another DP) unless approved by the TDCJ-CJAD Division Director.

4. Yes Did the CSCD have any interfund transfers and/or DP fund transfers in the fiscal year audited?

5. Yes If any, were all interfund transfers and/or DP fund transfers noted during the audit allowable?

Deobligation, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (*Questions 6-7*)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

6. Yes In the fiscal year audited, did any deobligation of funds occur as a result of an excess of funds allocated to programs?

7. Yes Were the appropriate budget adjustments made for any reallocated funds?

One-Time/Supplemental Payments, FMM Fund Balances/Refund Policy (*Questions 8*)

One-time funding is awarded on a competitive basis. The priorities for distribution are determined biennially. One-time funding consists of: additional basic supplemental payment and additional one-time payments. Examples include, but are not limited to: longevity increases, one-time grant-TRAS training, research, fund movement, closed and deobligated carryover fund reobligated, insurance reduction, etc.

8. No Did the CSCD receive any One-Time Additional Grant Awards and/or Basic Supervision Supplemental Payments in of the fiscal year audited?

Unauthorized Expenditures, FMM Budgets (*Questions 9-10*)

All unauthorized expenditures identified in the budget variance statements are to be reported in the related Excess of Expenditures Over Budgets note of the notes to the financial statements, see note for further instructions. If any unauthorized expenditure that is in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.

Budget total line item differences either over 15% that resulted in unauthorized expenditures (expenditures that did not receive prior approval from TDCJ-CJAD) for the fiscal year under audit in the CSCD's independent audit report shall be refunded to TDCJ-CJAD from the then-current Basic Supervision funding for the CSCD.

9. Yes Were any unfavorable budget variances identified in the Individual Statement of Revenues, Budget, Actual, and Variance in the fiscal year audited, including those that **were not** in excess of the 15% rule?

10. No If so, were there any unfavorable budget variances in excess of the 15% rule from the fiscal year audited that resulted in unauthorized expenditure(s) that the CSCD will be required to refund to the TDCJ-CJAD?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (*Question 11*)

Adjustment to beginning fund balance as a result of corrections and/or audit findings of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.

If the CSCD had any unauthorized expenditure refunds resulting from the audit conducted in the **prior fiscal year**, were these refunds properly reported as prior period adjustments on the quarterly financial report in the period that the funds were paid and returned to TDCJ-CJAD?

BASIS OF ACCOUNTING (Questions 12-14)

An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 12-14 are answered NO.

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports (Questions 12-14)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although funding recipients are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

In order for the funding recipient to report an accrual, as of August 31, on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid and the item received by October 31.

12. Yes _____ Was separate accountability maintained for TDCJ-CJAD funds; i.e., fund accounting of self-balancing funds?

13. Yes _____ Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD?

14. Yes _____ Were proper cutoff procedures observed at the end of each fiscal period? *The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is October 31, of the fiscal year audited.*

FUNDS COLLECTED FROM SOURCES OTHER THAN TDCJ-CJAD REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 15-24)

An explanation is required in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 15-16, or 24, are answered NO or 18-19, or 22-23 answered YES.

If any of the fees identified in questions 17, 20, and 21 were collected, they are required to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.

15. Yes _____ Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD Standards, TDCJ-CJAD field correspondence, TDCJ-CJAD Policy Statements, Special Grant Conditions, and applicable laws?

16. Yes _____ Were locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements?

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (Questions 17-19)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article [42A.652](#), Code of Criminal Procedure (i.e. Community Supervision Fees).

17. No Did the CSCD collect any **administrative fees of \$25-\$60 from offender and/or non-offender individuals** who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e. Community Supervision Fees)?

18. N/A If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee?

19. N/A If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements (Questions 20)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section [76.011](#), Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article [102.0121](#); or (2) necessary to the defendant's successful completion of the program.

20. Yes Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fee (i.e. Transaction Administrative Fee); Texas Code of Criminal Procedure, Article 102.072, FMM Statutory Requirements (Questions 21-24)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article [103.003](#) or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. in order to collect multiple \$2 administrative fees).

The "transaction" administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

21. Yes Did the CSCD collect **administrative fees (i.e. transaction administrative fees)** for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

22. No If collected, did any single **transaction administrative** fee exceed the allowable \$2?

23. No If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?

If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

24. Yes

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (Questions 25-28)

An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 25-28, 30, 34-35, and 36 are answered NO. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.

Deposits and Disbursement Requirements, (Questions 25-28)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter [351](#), Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioners court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section [116.113](#)(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioners court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORYIES. If the funds of a county are deposited with more than one depository, the commissioners court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

25. Yes

Were all the CSCD's state aid and net funds (revenues) received, deposited, and held in a special fund of the county treasury (county's bank account) during the fiscal year audited?

26. Yes

Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited?

27. Yes

Were all the CSCD's state aid and net funds' (revenues) received deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?

28. Yes

Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (*Questions 29-30*)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioners court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

29. Yes

Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (*FMM Fiscal Officer*).

30. Yes

Was the **change fund only** used to make change in connection with collections that are due and payable to the CSCD?

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (*Questions 31-35*)

Local Government Code, Section 130.909. (a) The commissioners court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioners court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioners court, for a county with a population of less than 3.3 million. (FMM, State Payments, Financial Reports, Community Corrections Facility and Fiscal Officer)

31. Yes

Did the CSCD maintain **petty cash** in the fiscal year audited?

32. Yes

Was the petty cash fund maintained by **utilizing the CSCD's funds** authorized by the county auditor?

33. No

Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?

34. Yes

Were **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?

35. Yes

Were **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (*Question 36*)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change

fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct accounting and disposition of the change fund or petty cash fund.

36. Yes

Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (*Questions 37*)

An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 37 is answered NO.

37. Yes

Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the funding recipient's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?

COMPLIANCE AND OTHER MATTERS: Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (*Questions 38-42*)

An explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs If questions 38-42 are answered YES.

38. No

Were there any instances of deficiencies in internal control noted by the auditor?

39. No

Were there any instances of non-compliance noted by the auditor?

40. No

Were there any instances of fraud noted by the auditor?

41. No

Were there any instances of waste noted by the auditor?

42. No

Were there any instances of abuse noted by the auditor?

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (*Questions 43-44*)

An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 43-44 are answered NO.

43. N/A Do any action plans exist for significant findings from prior year audits?

44. N/A If action plans exist from prior year audit findings, are they current?

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**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT**

AUDIT REPORT

FOR THE YEAR ENDED AUGUST 31, 2019

**GRANT TJJD-A-19-123
GRANT TJJD-M-19-123
GRANT TJJD-W-18-123
GRANT TJJD-P-19-123
GRANT TJJD-R-19-123**

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**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS
REGULATORY BASIS**

FOR THE YEAR ENDED AUGUST 31, 2019

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 COMPLIANCE SECTION	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	8 – 9
Schedule of Findings and Questioned Costs	10
Schedule of Prior Year Findings and Questioned Costs	11

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INDEPENDENT AUDITOR'S REPORT

Juvenile Board and
Director of Juvenile Probation Department
Jefferson County, Texas

We have audited the accompanying financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department (Department), which comprise the statement of revenues, expenditures and changes in fund balances-budget and actual-regulatory basis for the year ended August 31, 2019, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Texas Juvenile Justice Department. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

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

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant funds for the year ended August 31, 2019, in accordance with the financial reporting provisions of the Texas Juvenile Justice Department as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provision of the Texas Juvenile Justice Department, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the Texas Juvenile Justice Department. Our opinion is not modified with respect to that matter.

Emphasis Matter

As discussed in Note 1, the financial statement presents the results of operations of the Department's Texas Juvenile Justice Department Grant Funds only and is not intended to present fairly the results of operations of Jefferson County, Texas in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 24, 2020, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control over financial reporting and compliance.

Restriction on Use

This report is intended solely for the information and use of management, Jefferson County, others within Jefferson County Juvenile Probation Department and the Texas Juvenile Justice Department and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 24, 2020

FINANCIAL SECTION

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**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL (REGULATORY BASIS)

	A-2019-123		Variance Favorable (Unfavorable)
	Budget	Actual	
REVENUE			
TJJD funds	\$ 1,364,827	\$ 1,364,827	\$ -
Total Revenue	<u>1,364,827</u>	<u>1,364,827</u>	-
EXPENDITURES			
Basic probation services	318,341	318,341	-
Community programs	458,032	458,032	-
Pre post adjudication	286,712	286,712	-
Commitment diversion	150,454	150,454	-
Mental health services	<u>151,288</u>	<u>151,288</u>	-
Total Expenditures	<u>1,364,827</u>	<u>1,364,827</u>	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
	-	-	-
FUND BALANCE, BEGINNING OF YEAR			
	-	-	-
FUND BALANCE, END OF YEAR			
	\$ -	\$ -	\$ -

M-2019-123			W-2018-123				
Budget	Actual	Variance Favorable (Unfavorable)	Total Budget	Prior Year Activity	Current Year Activity	To Date Activity	Budget Variance
\$ 54,703	\$ 54,703	\$ -	\$ 4,885	\$ 4,885	\$ -	\$ 4,885	\$ -
54,703	54,703	-	4,885	4,885	-	4,885	-
-	-	-	-	-	-	-	-
54,703	54,703	-	4,885	-	4,885	4,885	-
-	-	-	-	4,885	(4,885)	-	-
-	-	-	-	-	4,885	-	-
\$ -	\$ -	\$ -	\$ -	\$ 4,885	\$ -	\$ -	\$ -

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity

The Texas Juvenile Justice Department Grant Funds of Jefferson County (the "Funds") were established to account for juvenile probation services funded by the Texas Juvenile Justice Department (TJJD) in Jefferson County, Texas.

The Funds provide separate accountability as required under the State Financial Assistance Contract, by TJJD. The Funds are used to account for each separate program, matching funds and all related expenditures incurred.

Basis of Accounting

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribes policies and procedures for county probation departments, which is a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

2. RECONCILIATION OF INTEREST EARNED

Idle funds were maintained in an interest bearing account. The reconciliation of interest earned on funds received from TJJD is as follows:

	Interest Earned TJJD Funds Fiscal Year 2019	Interest Earned Title IV-E Funds Fiscal Year 2019	Total Interest
Beginning balance, September 1, 2018	\$ 71,951	\$ 259,074	\$ 331,025
Interest earned on funds received from TJJD in the period of September 1, 2018- August 31, 2019	10,580	6,407	16,987
Total interest at August 31, 2019	82,531	265,481	348,012
Minus interest expenditures in FY 2019	-	-	-
Ending balance, August 31, 2019	\$ 82,531	\$ 265,481	\$ 348,012

3. OPERATING COSTS FOR A SECURE JUVENILE FACILITY OPERATED BY JEFFERSON COUNTY

The Department operates one secure juvenile facility – a pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs Jefferson County Pre-Adjudication Juvenile Facility For the Year Ended August 31, 2019

	TJJD Funding	Local Funding	Total
Salary and fringe	\$ -	\$ 1,963,763	\$ 1,963,763
Travel and training	-	5,595	5,595
Operating expenses	-	288,914	288,914
External contracts	-	72,703	72,703
 Total Operating Expenditures	 \$ -	 \$ 2,330,975	 \$ 2,330,975

4. FEDERAL FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department administers, along with the Texas Department of Family and Protective Services, the Title IV-E Program (CFDA 93.658). TJJD disburses funds to Jefferson County Juvenile Probation Department on a cost reimbursement basis. The Department did not receive any Title IV-E funds during fiscal year 2019.

5. FINANCIAL MATCH REQUIREMENTS

To receive Texas Juvenile Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is at least equal to or greater than the amount spent in the 2006 county fiscal year excluding construction and capital outlay expenses. A confirmation of local funds for the year ending August 31, 2019 is required and presented below:

Local Funding Expended (less construction and capital outlay)

FY 2019	\$ 4,134,852
FY 2006	3,010,649

The Juvenile Probation Department certified the financial match requirements were fulfilled in FY 2019.

6. STATE FINANCIAL ASSISTANCE

a. The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue received in the year ending August 31, 2019 is required and presented below.

<u>Contract Number</u>	Amount Received (Cash Basis)
P-19-123	<u>August 31, 2019</u> \$19,459

b. The Texas Juvenile Justice Department provided approval for the County for the following funds: Grant W Juvenile Justice Alternative Education Program Discretionary Grant funds that can be used over a two year period. The following indicates the amounts that are available to be carried forward to the subsequent year and amounts that were expended from prior year contracts.

<u>Contract Number</u>	Amounts Carried Forward to <u>Fiscal Year August 31, 2019</u>	Amount Brought Forward From <u>Fiscal Year August 31, 2018</u>
W-18-123	\$0	\$4,885

c. The Texas Juvenile Justice Department provided the County the following funds for the Grant R - Regional Diversion Alternatives (RDA) Program Reimbursement Grant funds. A confirmation of revenue received in the year ending August 31, 2019 is required and presented below.

<u>Contract Number</u>	Amount Received (Cash Basis)
R-19-123	<u>August 31, 2019</u> \$84,359

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COMPLIANCE SECTION

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

Juvenile Board and
Director of Juvenile Probation Department
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation (Department), and have issued our report thereon dated January 24, 2020.

Internal Control Over Financial Reporting

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

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

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

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Compliance and Other Matters

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

Purpose of this Report

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

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 24, 2020

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2019

There were no findings or questioned costs in the current year.

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2019

There were no findings or questioned costs in the prior year.

Southeast Texas Ford Dealers



Southeast Texas Disaster Expo

THIS IS THE ONE EVENT YOU DO NOT WANT TO MISS!

Bring your family and join your neighbors and community for this free event that will equip you with the knowledge and tools to become better prepared for a variety of disasters, including flooding, Industrial Incidents, and hurricanes. This Expo is designed especially for our area residents to become better informed and prepared for potential disasters.

FORD PARK EXHIBIT HALL

**June 6th and 7th, 2020
10:00 am to 3:00 pm
Free Admission**



Presenters Include-
Local, State, and Federal Elected Representatives
Small Business Administration
Texas Windstorm
National Flood Insurance Program
National Weather Service
Federal Emergency Management Agency
Entergy
Texas Commission on Environmental Quality
Numerous Disaster Recovery Businesses
Non-Profit Organizations
And Many More!



**Food
Provided**

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

DAWN DONUTS

45.50

468183

45.50**

ROAD & BRIDGE PCT.#1

GULF COAST SCREW & SUPPLY
 KINSEL FORD, INC.
 OFFICE DEPOT
 UNITED STATES POSTAL SERVICE
 EDDIE ARNOLD
 GULF COAST

131.82
 129.99
 62.33
 .41
 1,008.48
 567.00

468037
 468048
 468057
 468106
 468123
 468210

1,900.03**

ROAD & BRIDGE PCT.#2

CERTIFIED LABORATORIES
 MUNRO'S
 RITTER @ HOME
 BUMPER TO BUMPER
 NEW WAVE WELDING TECHNOLOGY
 ATTABOY TERMITES & PEST CONTROL
 NETCJCA
 WAUKESHA-PEARCE INDUSTRIES LLC

499.08
 26.46
 115.92
 352.94
 7.75
 54.00
 225.00
 228.36

468026
 468056
 468065
 468122
 468138
 468141
 468150
 468188

1,509.51**

ROAD & BRIDGE PCT. # 3

ENTERGY
 AT&T

223.76
 74.25

468038
 468071

298.01**

ROAD & BRIDGE PCT.#4

CITY OF BEAUMONT - LANDFILL
 CITY OF BEAUMONT - WATER DEPT.
 T. JOHNSON INDUSTRIES, INC.
 KINSEL FORD, INC.
 M&D SUPPLY
 MUNRO'S
 OFFICE DEPOT
 SANITARY SUPPLY, INC.
 SMART'S TRUCK & TRAILER, INC.
 SOUTHEAST TEXAS WATER
 LANSDOWNE-MOODY CO
 WASTEWATER TRANSPORT SERVICES LLC
 CINTAS CORPORATION

176.00
 20.54
 67.50
 77.20
 22.24
 77.85
 43.67
 423.49
 167.73
 44.70
 458.91
 2,025.00
 83.22

468019
 468028
 468047
 468048
 468051
 468056
 468057
 468066
 468069
 468070
 468129
 468175
 468186

3,688.05**

ENGINEERING FUND

TRI-CITY COFFEE SERVICE
 BRADLEY STAFFORD

43.00
 45.00

468085
 468165

88.00**

PARKS & RECREATION

ENTERGY

239.10

468038

239.10**

GENERAL FUND

JEFFERSON CTY. CLERK
 CITY OF BEAUMONT - CENTRAL COLLECTI
 JEFFERSON CTY. DISTRICT CLERK
 JEFFERSON CTY. DISTRICT CLERK
 JEFFERSON COUNTY CONSTABLE PCT 1
 JCCSC

5,175.19
 37,272.18
 200.00
 300.00
 1,000.00
 511.00

468010
 468027
 468044
 468045
 468131
 468149

44,458.37*

TAX OFFICE

PITNEY BOWES, INC.
 ACE IMAGEWEAR
 UNITED STATES POSTAL SERVICE
 ROCHESTER ARMORED CAR CO INC

700.00
 23.90
 1,537.75
 378.40

468062
 468068
 468106
 468148

2,640.05*

COUNTY HUMAN RESOURCES

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	3.17	468106	3.17*
AUDITOR'S OFFICE			
OFFICE DEPOT	49.70	468057	
FRAN M. LEE	39.05	468089	
UNITED STATES POSTAL SERVICE	985.26	468106	
SHI GOVERNMENT SOLUTIONS, INC.	527.16	468107	
COUNTY CLERK			546.85*
FED EX	44.92	468034	
KIRKSEY'S SPRINT PRINTING	193.30	468049	
OFFICE DEPOT	142.51	468057	
UNITED STATES POSTAL SERVICE	163.13	468106	
COUNTY JUDGE			543.86*
UNITED STATES POSTAL SERVICE	1.65	468106	
KIMBERLY PHELAN, P.C.	500.00	468127	
J.T. HAYNES	500.00	468128	
JAN GIROUARD & ASSOCIATES LLC	200.00	468185	
COUNTY TREASURER			1,201.65*
UNITED STATES POSTAL SERVICE	140.36	468106	
PURCHASING DEPARTMENT			140.36*
UNITED STATES POSTAL SERVICE	2.91	468106	
GENERAL SERVICES			2.91*
BOSWORTH PAPER	271.26	468021	
JEFFERSON CTY. DISTRICT CLERK	52.00	468043	
TIME WARNER COMMUNICATIONS	627.67	468076	
ADVANCED STAFFING	58.50	468090	
CROWN CASTLE INTERNATIONAL	1,591.26	468116	
SOUTEX SURVEYORS INC	2,500.00	468146	
ROCHESTER ARMORED CAR CO INC	5,491.37	468148	
EMERGENCY POWER SERVICE	1,500.00	468158	
DATA PROCESSING			12,092.06*
CDW COMPUTER CENTERS, INC.	466.74	468093	
SHI GOVERNMENT SOLUTIONS, INC.	4,256.00	468107	
VOTERS REGISTRATION DEPT			4,722.74*
ADVANCED STAFFING	624.00	468090	
UNITED STATES POSTAL SERVICE	537.03	468106	
ELECTIONS DEPARTMENT			1,161.03*
THE EXAMINER	65.00	468033	
A. RIFKIN COMPANY	619.28	468121	
NORTHERN TOOL AND EQUIPMENT	107.92	468153	
DISTRICT ATTORNEY			792.20*
DALLAS CHILDRENS ADVOCACY CENTER	1,200.00	468031	
CASH ADVANCE ACCOUNT	30.00	468046	
KIRKSEY'S SPRINT PRINTING	77.85	468049	
UNITED STATES POSTAL SERVICE	141.07	468106	
SUMMER TANNER	298.80	468132	
PAMELA FRENCH	1,872.39	468216	
DISTRICT CLERK			3,620.11*
KIRKSEY'S SPRINT PRINTING	246.84	468049	
UNITED STATES POSTAL SERVICE	418.99	468106	
CRIMINAL DISTRICT COURT			665.83*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	8.19	468106	8.19*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.82	468106	.82*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	29.00	468106	
TONYA JACKSON	165.00	468126	
136TH DISTRICT COURT			194.00*
UNITED STATES POSTAL SERVICE	.42	468106	.42*
252ND DISTRICT COURT			
CRISTY SMITH	205.20	468023	
OFFICE DEPOT	91.04	468057	
UNITED STATES POSTAL SERVICE	62.15	468106	
SUMMER TANNER	896.40	468132	
LAURIE PEROZZO	800.00	468142	
WILLIAM MARCUS WILKERSON	800.00	468166	
M.K. HAMZA, PHD, P.A.	2,400.00	468167	
MATUSKA LAW FIRM	4,000.00	468174	
THE SAMUEL FIRM, PLLC	6,225.00	468206	
279TH DISTRICT COURT			15,479.79*
PHILLIP DOWDEN	4,850.00	468017	
THOMAS J. BURBANK PC	500.00	468022	
ANITA F. PROVO	100.00	468063	
NATHAN REYNOLDS, JR.	100.00	468064	
LANGSTON ADAMS	500.00	468112	
TONYA CONNELL TOUPPS	100.00	468135	
P DEAN BRINKLEY	100.00	468145	
BRITTANIE HOLMES	100.00	468164	
MATUSKA LAW FIRM	325.00	468174	
MELANIE AIREY	200.00	468177	
317TH DISTRICT COURT			6,875.00*
CHARLES ROJAS	750.00	468095	
UNITED STATES POSTAL SERVICE	5.00	468106	
JUSTICE COURT-PCT 1 PL 1			755.00*
UNITED STATES POSTAL SERVICE	32.30	468106	
JUSTICE COURT-PCT 2			32.30*
TAC - TEXAS ASSN. OF COUNTIES	35.00	468074	
JUSTICE COURT-PCT 6			35.00*
SOUTHERN COMPUTER WAREHOUSE	273.58	468018	
UNITED STATES POSTAL SERVICE	25.21	468106	
JUSTICE COURT-PCT 7			298.79*
AT&T	32.55	468071	
CLASSIC FORMS AND PRODUCTS	482.20	468114	
COUNTY COURT AT LAW NO.1			514.75*
UNITED STATES POSTAL SERVICE	2.49	468106	
COUNTY COURT AT LAW NO. 2			2.49*
TODD W LEBLANC	550.00	468012	
DAVID GROVE	300.00	468014	
UNITED STATES POSTAL SERVICE	5.86	468106	
JOEL WEBB VAZQUEZ	300.00	468120	
COUNTY COURT AT LAW NO. 3			1,155.86*

NAME	AMOUNT	CHECK NO.	TOTAL
THOMAS J. BURBANK PC	550.00	468022	
CHARLES ROJAS	300.00	468095	
JOHN D WEST	350.00	468097	
UNITED STATES POSTAL SERVICE	6.18	468106	
LANGSTON ADAMS	600.00	468112	
MATUSKA LAW FIRM	550.00	468174	
THE SAMUEL FIRM, PLLC	250.00	468206	
COURT MASTER			2,606.18*
UNITED STATES POSTAL SERVICE	1.50	468106	
BUDDIE J HAHN	626.98	468211	
MEDIATION CENTER			628.48*
UNITED STATES POSTAL SERVICE	3.34	468106	
SHERIFF'S DEPARTMENT			3.34*
EQUINE MEDICINE & SURGERY	92.00	468032	
FED EX	100.95	468034	
GT DISTRIBUTORS, INC.	199.76	468036	
MOORMAN & ASSOCIATES, INC.	900.00	468055	
OFFICE DEPOT	805.23	468057	
AT&T	275.36	468072	
UNITED STATES POSTAL SERVICE	1,374.38	468106	
INDEPENDENT STATIONERS	83.24	468151	
RITA HURT	825.00	468155	
JOEL PICOU	300.00	468157	
SPANKY'S WRECKER SERVICE INC	250.00	468160	
GALLS LLC	1,484.52	468179	
THE MONOGRAM SHOP	318.00	468187	
NOBLE	150.00	468190	
KYLE JOSEPH HEBERT	200.00	468191	
STALKER RADAR	14,270.00	468196	
FANNETT VETERINARY CLINIC	789.00	468198	
BEARCOM / KAY ELECTRONICS	100.00	468207	
SCOTT RACCA	200.00	468215	
CRIME LABORATORY			22,717.44*
ABACUS DIAGNOSTIC, INC.	540.00	468015	
FED EX	45.47	468034	
FISHER SCIENTIFIC	553.01	468035	
LYNN PEAVEY CO., INC.	451.00	468050	
OFFICE DEPOT	28.98	468057	
COLE PARMER INSTRUMENT CO.	146.96	468060	
HENRY SCHEIN, INC.	172.36	468067	
VERIZON WIRELESS	75.98	468104	
LIPOMED	53.80	468144	
ASSOC OF FIREARMS&TOOLMARK EXAMINER	200.00	468156	
AIRGAS USA, LLC	378.09	468200	
ROBERT BALDWIN	100.00	468213	
JAIL - NO. 2			2,745.65*
MARK'S PLUMBING PARTS	395.37	468009	
JOEY HILL	15.81	468011	
BEAUMONT TRACTOR COMPANY	3,121.10	468020	
ENTERGY	59.74	468038	
JACK BROOKS REGIONAL AIRPORT	824.96	468042	
M&D SUPPLY	32.05	468051	
OFFICE DEPOT	202.55	468057	
SANITARY SUPPLY, INC.	5,813.66	468066	
AT&T	988.59	468072	
WHOLESALE ELECTRIC SUPPLY CO.	81.05	468086	
WORTH HYDROCHEM	342.00	468087	
TRAILER HITCH DEPOT	40.00	468096	
WORLD FUEL SERVICES	5,774.24	468143	
INDEPENDENT STATIONERS	190.07	468151	
A1 FILTER SERVICE COMPANY	737.60	468154	
INDUSTRIAL & COMMERCIAL MECHANICAL	3,400.00	468161	
EPIC CARD SERVICES LLC	384.00	468162	

NAME	AMOUNT	CHECK NO.	TOTAL
MATERA PAPER COMPANY INC	3,608.14	468169	
THOMSON REUTERS-WEST	3,998.71	468170	
GALLS LLC	4,968.78	468179	
THE MONOGRAM SHOP	12.00	468187	
CORRHEALTH LLC	318,721.24	468194	
CLEAR HANDBAGS & MORE	557.65	468202	
US CORRECTIONS LLC	1,252.50	468203	
BENCHMARK PLUMBING INC	916.52	468205	
TRINITY SERVICES GROUP INC	37,869.02	468209	
JUVENILE PROBATION DEPT.			394,307.35*
FED EX	37.15	468034	
OFFICE DEPOT	72.43	468057	
UNITED STATES POSTAL SERVICE	22.00	468106	
LEXISNEXIS MATTHEW BENDER	356.40	468111	
CHARITY HIGHTOWER	45.24	468197	
JUVENILE DETENTION HOME			533.22*
AAA LOCK & SAFE	585.00	468008	
OVERHEAD DOOR CO.	781.69	468058	
FLOWERS FOODS	70.92	468117	
BEN E KEITH FOODS	2,943.29	468118	
BEN E KEITH FOODS	3,262.22	468119	
A1 FILTER SERVICE COMPANY	183.79	468154	
CONSTABLE PCT 1			7,826.91*
UNITED STATES POSTAL SERVICE	15.86	468106	
CONSTABLE-PCT 4			15.86*
ALAN ROBERTS	141.59	468184	
CONSTABLE-PCT 6			141.59*
UNITED STATES POSTAL SERVICE	5.45	468106	
CONSTABLE PCT. 8			5.45*
CARPENTER'S TIME CENTER INC.	220.00	468025	
COUNTY MORGUE			220.00*
A1 FILTER SERVICE COMPANY	55.20	468154	
HEALTH AND WELFARE NO. 1			55.20*
CITY OF BEAUMONT	40.00	468016	
CALVARY MORTUARY	3,000.00	468024	
CLAYBAR FUNERAL HOME, INC.	5,080.00	468030	
ENTERGY	70.00	468039	
THE MEDICAL LETTER	79.50	468054	
UNITED STATES POSTAL SERVICE	58.80	468106	
HEALTH AND WELFARE NO. 2			8,328.30*
THE MEDICAL LETTER	79.50	468054	
OFFICE DEPOT	146.50	468057	
AT&T	32.55	468071	
TIME WARNER COMMUNICATIONS	136.72	468078	
MCKESSON MEDICAL-SURGICAL INC	92.62	468094	
NURSE PRACTITIONER			487.89*
LESLIE RIGGS	140.00	468176	
CHILD WELFARE UNIT			140.00*
J.C. PENNEY'S	398.36	468109	
ROSS DRESS FOR LESS, INC.	685.10	468130	
ENVIRONMENTAL CONTROL			1,083.46*

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	32.50	468071	32.50*
INDIGENT MEDICAL SERVICES			
TDS OPERATING INC CORLISS R FLOURNOY	75.96 1,200.00	468193 468204	1,275.96*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT. ENTERGY M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T TIME WARNER COMMUNICATIONS OTIS ELEVATOR COMPANY CARRIER ENTERPRISE LLC CINTAS CORPORATION ADVANTAGE INTERESTS INC	9,934.05 27,994.52 147.06 1,025.95 179.80 230.48 76.49 2,808.46 81.88 90.18 1,273.00	468028 468038 468051 468066 468068 468071 468080 468115 468171 468186 468189	43,841.87*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT. AT&T TIME WARNER COMMUNICATIONS	973.34 1,410.77 93.34	468029 468071 468077	2,477.45*
MAINTENANCE-MID COUNTY			
RITTER @ HOME ACE IMAGEWEAR	25.98 35.77	468065 468068	61.75*
SERVICE CENTER			
SPIDLE & SPIDLE J.K. CHEVROLET CO. MUNRO'S PHILPOTT MOTORS, INC. TATE & CO., INC. FASTENAL JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE BUMPER TO BUMPER AMERICAN TIRE DISTRIBUTORS MIGHTY OF SOUTHEAST TEXAS SILSBEE FORD INC TEXAS DEPARTMENT OF MOTOR VEHICLES TEXAS DEPARTMENT OF MOTOR VEHICLES TEXAS DEPARTMENT OF MOTOR VEHICLES CINTAS CORPORATION	6,183.87 4,454.21 145.71 233.24 463.40 54.76 16.75 16.75 16.75 7.50 7.50 7.50 412.74 740.66 699.95 221.90 7.50 7.50 7.50 176.79	468013 468041 468056 468061 468081 468092 468098 468099 468100 468101 468102 468103 468122 468139 468152 468172 468180 468181 468182 468186	13,882.48*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE HILARY GUEST	2.50 105.68	468106 468113	108.18** 601,470.11**
MOSQUITO CONTROL FUND			
CERTIFIED LABORATORIES MUNRO'S PHILPOTT MOTORS, INC. TEXAS DEPT OF AGRICULTURE TRIANGLE ENGINE DIST. LJA ENGINEERING INC O'REILLY AUTO PARTS	348.70 147.19 94.16 450.00 18.60 3,276.83 108.98	468026 468056 468061 468082 468084 468159 468199	4,444.46**
J.C. FAMILY TREATMENT			

NAME

AMOUNT

CHECK NO.

TOTAL

BEAUMONT OCCUPATIONAL SERVICE, INC.	338.60	468108	338.60**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	1,232.69	468111	1,232.69**
JUVENILE PROB & DET. FUND			
TRUECORE BEHAVIORAL SOLUTIONS LLC	5,031.30	468195	5,031.30**
GRANT A STATE AID			
TRUECORE BEHAVIORAL SOLUTIONS LLC	3,732.90	468195	3,732.90**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	2,040.56	468046	
TIME WARNER COMMUNICATIONS	136.72	468079	
UNITED STATES POSTAL SERVICE	60.71	468106	
JCCSC	100.00	468149	
JEFF. CO. WOMEN'S CENTER			2,337.99**
ENTERGY	134.22	468038	
ISI COMMERCIAL REFRIGERATION	105.00	468040	
M&D SUPPLY	28.28	468051	
MARKET BASKET	54.38	468052	
KIM MCKINNEY, LPC, LMFT	675.00	468053	
KIMBERLY ATKINS	51.92	468059	
SYSKO FOOD SERVICES, INC.	2,572.76	468073	
BEN E KEITH FOODS	1,327.75	468118	
BEN E KEITH FOODS	1,250.16	468119	
ROCHESTER ARMORED CAR CO INC	123.36	468148	
SPANKY'S WRECKER SERVICE INC	85.00	468160	
SAM'S CLUB DIRECT	190.68	468163	
MATERA PAPER COMPANY INC	373.01	468169	
CINTAS CORPORATION	36.18	468186	
DRUG DIVERSION PROGRAM			7,007.70**
MARKET BASKET	88.93	468052	
LAW OFFICER TRAINING GRT			88.93**
OFFICE DEPOT	21.57	468057	
TI TRAINING CORP	26,000.00	468133	
TEXAS COMMISSION ON LAW ENFORCEMENT	70.00	468137	
COUNTY CLERK - RECORD MGT			26,091.57**
SOUTHERN COMPUTER WAREHOUSE	4,379.70	468018	
COUNTY CLK RECORDS ARCHIV			4,379.70**
MANATRON	13,890.71	468134	
COUNTY RECORDS MANAGEMENT			13,890.71**
UNITED STATES POSTAL SERVICE	3.20	468106	
CONST. PCT. 2 EDUCATION			3.20**
NATIONAL CONSTABLES&MARSHALS ASSOC	250.00	468140	
HOTEL OCCUPANCY TAX FUND			250.00**
TIME WARNER COMMUNICATIONS	120.58	468075	
UNITED STATES POSTAL SERVICE	22.45	468106	
COTTON CARGO	2,300.50	468208	
FIRING RANGE			2,443.53**
TRS RANGE SERVICES LLC	39,450.00	468212	
CAPITAL PROJECTS FUND			39,450.00**

NAME	AMOUNT	CHECK NO.	TOTAL
LJA ENGINEERING INC	629.33	468159	629.33**
COASTAL RESTORATION PRJCT			
LJA ENGINEERING INC	6,000.00	468159	6,000.00**
AIRPORT FUND			
MUNRO'S SMART'S TRUCK & TRAILER, INC.	64.05	468056	
BUBBA'S AIR CONDITIONING	65.00	468069	
UNITED STATES POSTAL SERVICE	4,265.00	468088	
LOWE'S HOME CENTERS, INC.	.42	468106	
ACTION OVERHEAD DOOR	394.02	468110	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	189.50	468168	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	7.99	468173	
TITAN AVIATION FUELS	15.80	468178	
SE TX EMP. BENEFIT POOL	18,911.61	468201	23,913.39**
GROUP ADMINISTRATIVE CONCEPTS INC	143,835.22	468147	
EXPRESS SCRIPTS INC	70,651.93	468192	214,487.15**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,143.23	468125	2,143.23**
SHERIFF'S FORFEITURE FUND			
MOTOROLA SOLUTIONS INC	65,531.70	468091	
THIRD COAST TINT	150.00	468136	
SILSBEE FORD INC	19,453.20	468172	
MARINE DIVISION			85,134.90**
TEXAS DEPT OF LICENSING & INTERCONTINENTAL JET CORP	40.00	468083	
GALLS LLC	130.00	468124	
SHERIFF - COMMISSARY	199.00	468179	369.00**
RHYAN TECHNOLOGY SERVICES LLC	70,000.00	468214	70,000.00**
			1,122,638.59***



***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
March 3, 2020, DEMOCRATIC AND REPUBLICAN JOINT PRIMARY ELECTION***
(ELECCIÓN PRIMARIA CONJUNTA DEMÓCRATAS Y REPUBLICANOS, 03 de marzo
2020)

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location	1085 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Library	4615 9 th Ave., Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 th Street, Groves, Texas
Port Neches City Hall**	1005 Merriman St., Port Neches, Texas
Precinct One Service Center	1201 W. Hwy. 90, China, Texas
Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas

** Location Change

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

February 18 - 21 (Febrero 18 - 21)	Tuesday - Friday (Martes - Viernes)	8:00 a.m. - 5:00 p.m.
February 22 (Febrero 22)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
February 23 (Febrero 23)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
February 24 – 28 (Febrero 24-28)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center, Cardinal Club Room**	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
**Location Change			

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, January 30, 2020 9:32 AM
To: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiearnold@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); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); 'Mike Trahan' (mtrahan@co.jefferson.tx.us); ggross@co.jefferson.tx.us; katrina.purcell@beaumonttexas.gov; Keshia Tomplait (ktomplait@fittzshipman.com)
Subject: Replat of Lots 8A, 8B, and 9, Block 5, of a Replat of Ridgecrest Subdivision, Unit 4
Attachments: Replat of Lots 8A, 8B, and 9, Block 5, of a Replat of Ridgecrest Subdivision, Unit 4 _Comm Court.pdf; City of Bmt Letter Replat of Lots 8A, 8B, and 9, Block 5, of a Replat of Ridgecrest Subdivision, Unit 4.pdf

Commissioner Weaver,

Attached is a PDF of a Replat of Lots 8A, 8B, and 9, Block 5, of a Replat of Ridgecrest Subdivision Unit 4 into Lots 8Z and 9Z, Block 5 of Ridgecrest Subdivision Unit 4 out of the William Carr Survey, Abstract 102, Jefferson County, Texas. Property is located off of Ridgeleigh Drive in Precinct #2. This plat is within the Beaumont ETJ and has met the Jefferson County platting requirements.

I will be placing this plat on the Agenda for Tuesday, February 4th, 2020
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

BEAUMONT

TEXAS

January 27, 2020

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701

Re: ETJ Plat

Dear Pepe:

Please see the enclosed Replat of Lots 8A, 8B and 9, Block 5, of a Replat of Ridgecrest Subdivision, Unit 4, Beaumont, Jefferson County, Texas. Please place this item on the Commissioner's Court agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at katrina.purcell@beaumonttexas.gov .

Thank you,

Katrina Purcell

Katrina Purcell, CFM
Planner I
City of Beaumont

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

I, the undersigned County Clerk of Jefferson County, Texas, hereby certify as follows:

1. The Commissioners Court of Jefferson County, Texas, convened in regular meeting on February 4, 2020, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Jeff Branick	County Judge
Eddie Arnold	Commissioner
Brent Weaver	Commissioner
Michael Sinegal	Commissioner
Everette "Bo" Alfred	Commissioner

and all of said persons were present except for N/A, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO REPUBLIC SERVICES, INC. PROJECT

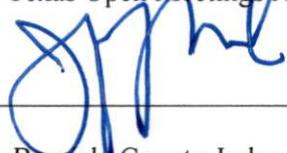
was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: 5;

NOES: 0;

ABSTENTIONS: 0.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.



Jeff R. Branick, County Judge

SIGNED AND SEALED this February 4, 2020.


County Clerk

(SEAL)



**ORDER WITH RESPECT TO
REPUBLIC SERVICES, INC.
PROJECT**

WHEREAS, REPUBLIC SERVICES, INC., successor in interest to Allied Waste North America, Inc., and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the State of Texas (collectively, the "Facilities"); and

WHEREAS, in 2008 at the request of the Company, Mission Economic Development Corporation (the "Issuer") issued its Solid Waste Disposal Variable Rate Demand Revenue Bonds (Allied Waste North America, Inc. Project) Series 2008A (the "Series 2008A Bonds") to finance the costs of acquiring, constructing, equipping and improving the Facilities (collectively, the "2008A Project"), including portions of the Facilities located outside the boundaries of the Issuer's sponsoring governmental unit, subject to certain requests, hearings and approvals from the other governmental units in which the 2008A Project is located; and,

WHEREAS, the Company now desires to refinance the Series 2008A Bonds and thereby refinance the 2008A Project and to finance additional costs of acquisition, construction, equipping and improvements to the Facilities (collectively, together with the 2008A Project, the "Project") and has requested that the Issuer issue its Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) Series 2020 or similarly captioned bonds in one or more series (the "Bonds") for such purpose; and

WHEREAS, a portion of the Project consisting of the following sites is located in Jefferson County, Texas (the "County"): 6425 Highway 347, Beaumont, Texas 77705 and 6433 Labelle Road, Beaumont, Texas 77705 (collectively, the "Local Portion of the Project"); and

WHEREAS, in order for the Local Portion of the Project to be financed and refinanced with the proceeds of the Bonds, the Commissioners Court (the "Commissioners Court") of the County must request that the Issuer exercise its powers within the County for the purpose of issuing such Bonds to finance and refinance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance and refinance the Local Portion of the Project; and

WHEREAS, approval of the Commissioners Court or the County Judge as the "applicable elected representative" is also required in connection with the issuance of the Bonds as tax-exempt bonds, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Commissioners Court desires hereby to authorize the County Judge to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. Third Party Financing. In order for the Local Portion of the Project to be financed and refinanced as a part of the entire Project through the Issuer's issuance of the Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more

series to finance and refinance the Local Portion of the Project over the next thirty six months (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing to be Held and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, a public hearing shall be held by the duly appointed hearing officer or officers of the Issuer, notice of such hearing having been published no less than seven days prior to such hearing in a newspaper of general circulation in the County or electronically posted on the County's Web site used to inform its residents about events affecting the residents of the County, in which hearing members of the public will be permitted to express their views with respect to the Project, the Plan of Finance and the issuance of the Bonds for such purpose. Such hearing may be conducted in combination with hearings for other counties to the extent permitted by Section 147(f) of the Code, and Treas. Reg. § 1.147-1(d)(2). Following such hearing, based upon the results of such hearing, and for purposes of complying with Section 147(f) of the Code, the County Judge is hereby authorized to execute a certificate certifying approval of the Plan of Finance, the Bonds and the Local Portion of the Project to be financed and refinanced by the Plan of Finance in the County.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADOPTED this 4th day of February, 2020.

Special, February 04, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 04, 2020