

REGULAR, 5/12/2020 10:30:00 AM

BE IT REMEMBERED that on May 12, 2020, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF PORTER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
May 12, 2020

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
 May 12, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **12th** day of **May 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

9:45 a.m.- WORKSHOP - To receive information and discuss repairs to the Jefferson County Probations and Health Department building in Port Arthur, Texas.

IMMEDIATELY FOLLOWING COMMISSIONER'S COURT - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending litigation.

Notice of Meeting and Agenda and Minutes
May 12, 2020

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner,
Precinct Four**

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 20-019/JW) Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol.

SEE ATTACHMENTS ON PAGES 8 - 47

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve Amendment 1 (one) to contract (RFP 16-010/YS), Lease of Properties Acquired as a Result of Buy-Out to transfer lease of property (item 84) from Andrew Pritchard to Chad Melancon and Ashley Bearden.

SEE ATTACHMENTS ON PAGES 48 - 51

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

COUNTY AIRPORT:

3. Consider and possibly approve and authorize the County Judge to sign an FAA CARES Act Grant Application for \$16,881,720.00. This grant is 100% funded and requires no local match.

SEE ATTACHMENTS ON PAGES 52 - 56

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

4. Receive and file U.S. Department of Justice, United States Marshal Service Modification “Special VTC Language” to the current Inter-Governmental Agreement 78-01-0077. The purpose of the modification is to incorporate the use of guard services to monitor Federal Prisoners on a case-by-case basis during court hearings conducted via Video Teleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a prisoner before the court. The guard hourly rate is \$27.89 per hour per guard. Effective date of this modification is April 1, 2020

SEE ATTACHMENTS ON PAGES 57 - 57

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider and approve electronic disbursement for \$1,800,000 to State Comptroller for the second half of IGT for Indigent Health Care.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

7. Regular County Bills – check #471189 through checks #471435.

SEE ATTACHMENTS ON PAGES 58 - 67

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY CLERK:

8. Consider and possibly approve Early Voting locations, dates and hours for Joint Primary Runoff Election to be held on July 14, 2020.

SEE ATTACHMENTS ON PAGES 68 - 68

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

9. Consider and possibly approve Election Day countywide vote center polling locations for the Joint Primary Runoff Election to be held on July 14, 2020.

SEE ATTACHMENTS ON PAGES 69 - 69

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 70 - 70

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

11. Consider and possibly approve a Proclamation for Elder Abuse Prevention Awareness Month.

SEE ATTACHMENTS ON PAGES 71 - 71

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
May 12, 2020

12. Receive and file executed Oath of Office and Statement of Officer for Larry Grantham, Board of the Sabine Neches Navigation District.

SEE ATTACHMENTS ON PAGES 72 - 73

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Consider designating the Jury Impaneling Room and the Agriculture Extension Auditorium as courtrooms.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Consider entering an Order concerning the reopening of the courthouse.

Action: TABLED

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 Invitation for Bids

May 12, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-019/JW), Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol.

Specifications for this project may be obtained from the Jefferson County website:
<https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol
BID NO: IFB 20-019/JW
DUE DATE/TIME: 11:00 AM CT, Wednesday, June 3, 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. Bidders may submit technical questions regarding these bid specifications to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at 409-718-0893 or bowens@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 13, 2020 & May 20, 2020

IFB 20-019/JW

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bids due: 11:00 AM CT, Wednesday, June 3, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 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

7. **Rejection or Withdrawal**

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

8. **Emergency/Declared Disaster Requirements**

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

9. **Award**

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

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

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

“County” – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure

deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

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

FORM 1295, Completion Instructions, and Login Instructions are available via the

Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. **Multiple Vendor Award**

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

5. **Delivery**

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

6. **Payment**

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

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

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

7. **Usage Reports**

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

8. **Insurance**

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

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

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

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

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

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

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

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number 20-019/JW.

Questions of a technical nature regarding these bid specifications may be directed to Sgt. Billy Owens with the Jefferson County Sheriff's Office/Marine Safety Patrol at (409) 718-0893 or email: bowens@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for the removal and replacement of radar systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

All bids should be for brand new, completely unused equipment.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids):

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

► Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

► Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Technical Specifications

Vendor will provide the removal of existing Furuno System on four (4) Existing 29' SAFE Boats.

Vendor will provide all material and labor for installation of four (4) New Complete Furuno Radar Systems (listed below) **-or-** Equivalent Systems.

Vendor will provide and install complete Furuno Radar Systems as listed (or Equivalent):

- Furuno TZ Touch 3 Model TZT12F + Dash Mounting Bracket
- Furuno DRS4DNXT Radar
- Furuno FA 30 AIS
- Furuno PG 700 Heading
- Furuno HUB 101
- Furuno FI5002 J Box
- Furuno Comrod AIS Antenna
- Furuno GP 330B GPS Antenna
- Furuno SS 60-10f Transducer

Misc. Materials:

All NMEA Cables, Connectors, Wiring, Etc. necessary to install each system on 29' SAFE Boat as described.

Freight:

All products delivered by Vendor to Jefferson County Sheriff's Office (JCSO) Marine Safety Patrol Hangar located at 4601 Airport 3rd Street (Jack Brooks Regional Airport), Beaumont, Texas 77705.

All work to be completed Onsite at JCSO Marine Safety Patrol Hangar by Vendor:

Provide complete working installation in person on each boat as needed at JCSO Marine Safety Patrol Hangar

Provide on water check ride with JCSO Marine Safety Patrol Hangar to insure accurate installation and calibration.

All work to be installed and completed onsite at JCSO Marine Safety Patrol Hangar **prior to September 30, 2020.**

Vendor must be an Authorized Furuno Direct Dealer (or Equivalent Authorized Dealer)

Vendor must provide insurance certificate/release of liability for personnel providing all onsite work.

Warranty: Vendor must Provide Furuno Onsite Two-Year Warranty (or Equivalent)

Please be sure to review these bid specifications carefully, as the item that you are offering must MEET OR EXCEED these specifications.

Bidder Information Form

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

Bid Name & Number: (IFB 20-019/JW)

Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____			For clarification of this offer, contact:	
Company Name				
_____			_____	
Address			Name	
_____			_____	
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____			_____	
Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

Removal and Replacement of Radar Systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

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

This contract shall henceforth be referred to as Contract No. 20-017/JW, Mobile Pressure Washer for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item are provided within this bid specifications packet.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

All bids should be for brand new, completely unused equipment.

Bidders Submitting Bids for Alternate/Equivalent Items:

Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Item	Description	Qty.	Unit Price	Total Price
1	Removal of existing Furuno Radar System on Existing 29' SAFE Boats. Provide New Complete Furuno Radar System (or Equivalent); as described within these specifications. Provide all material and labor for on-site installation of New Complete Furuno Radar Systems (or Equivalent); and all work as described within these specifications.	4	\$_____ . ____	\$_____ . ____
2	Furuno On-Site Two-Year Warranty (or Equivalent)	4	\$_____ . ____	\$_____ . ____

Acknowledgment of Addenda (if any):

Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

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.</p> <p>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).</p> <p>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.</p> <p>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>	OFFICE USE ONLY <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">_____</p> <p style="text-align: center;">Name of Officer</p> <p style="margin-top: 10px;">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="margin-left: 40px;"> <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="margin-left: 40px;"> <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="margin-left: 40px;"> <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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>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>	
6	<p>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; margin-right: 100px;">_____ 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>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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 contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

☐ Yes ☐ No

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____

Street	City	State	Zip

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

Project Title & No.: _____

Prime Contract Amount: \$

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

PART III: DISCLOSURE OF OTHER “NON-HUB” SUBCONTRACTS

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

Subcontractor Name: _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name: _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address:

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

AMENDED LEASE AGREEMENT**MAY 12, 2020**

THE STATE OF TEXAS	§	CHAD MELANCON
	§	& ASHLEY BEARDEN
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **CHAD MELANCON AND ASHLEY BEARDEN**, hereinafter referred to as "Lessee."

Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11541 Sweetgum Lane, Beaumont TX, 77705, being described as 11 4 Country Road Est Sect 1 Abstract 014852**

The Lease amount shall be **\$60.00 for five years (\$12.00/year)** payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;

8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is through July 26, 2021, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Chad Melancon & Ashley Bearden, 11555 Sweetgum Lane, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on May 12, 2020.




JEFF R. BRANICK, COUNTY JUDGE



LESSEE

Attest:



Carolyn Guidry, County Clerk



RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11541 SWEETGUM LANE, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11541 SWEETGUM LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **CHAD MELANCON & ASHLEY BEARDEN**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Signature

Date

Printed Name

Address

Telephone Number

**AGENDA ITEM****May 12, 2020**

Consider and possibly approve and authorize the County Judge to sign an FAA CARES Act Grant Application for \$16,881,720.00. This grant is 100% funded and requires no local match.

Jack Brooks Regional Airport

5000 Jerry Ware Drive Suite 100, Beaumont TX 77705

Tel 409.719.4900 Fax 409.722.2830

Flysetx.com



May 5, 2020

BPT – CARES Act Grant Application Supplemental Information

Below is a detail of how Jack Brooks Regional Airport anticipates utilizing the \$16,881,720 in CARES Grant Funding:

		Total Project Cost	PFC Funded	CARES Act
BPT - CARES O&M				
CARES	FY2020 Payroll	1,070,220	-	1,070,220
Design	RW 16/34 Marking Rehab - Full Replace	25,000	-	25,000
CARES	FY2021 Payroll	2,145,000	-	2,145,000
Const	RW 16/34 Marking Rehab - Full Replace	275,000	-	275,000
CARES	FY2022 Payroll	2,250,000	-	2,250,000
BPT - CARES O&M Total:		5,765,220	-	5,765,220
BPT - CARES Development				
Design	Vault Re-Package / Re-Bid	25,000	2,500	22,500
Design	Drainage Improvements	350,000	-	350,000
Design	RW 12/30 Rehab	68,000	-	68,000
Equipment	Airfield Pavement Cleaner	165,000	-	165,000
Design	Fuel Farm Repairs	12,000	-	12,000
Design	Commercial Terminal HVAC Repairs	35,000	-	35,000
Design	GA Terminal Rehab	45,000	-	45,000
Design	Rental Car Wash Station	12,000	-	12,000
Const	Vault Re-Package / Re-Bid	1,400,000	140,000	1,260,000
Const	RW 12/30 Rehab	2,117,000	-	2,117,000
Const	Drainage Improvements	5,750,000	-	5,750,000
Const	Fuel Farm Repairs	217,000	-	217,000
Const	Commercial Terminal HVAC Repairs	475,000	-	475,000
Const	GA Terminal Rehab	450,000	-	450,000
Const	Rental Car Wash Station	138,000	-	138,000
BPT - CARES Development Total:		11,259,000	142,500	11,116,500
BPT - TOTAL CARES APPLICATION:				16,881,720

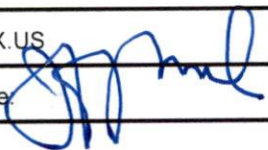
If you have questions or need more information, please contact me at (409) 719-4900 or email me at ARupp@Co.Jefferson.Tx.Us.

Respectfully,

Alex Rupp
Airport Director

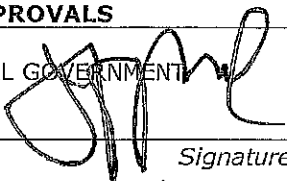
Application for Federal Assistance SF-424		
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
*3. Date Received: NA	4. Applicant Identifier: BPT (Jack Brooks Regional) Beaumont, TX	
*5b. Federal Entity Identifier: 480018	*5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: County of Jefferson		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000291	*c. Organizational DUNS: 01-080-7535	
d. Address:		
*Street 1: <u>5000 JERRY WARE DRIVE</u> Street 2: _____ *City: <u>BEAUMONT/PORT ARTHUR</u> County: _____ *State: <u>TX</u> Province: _____ *Country: <u>USA: United States</u> *Zip / Postal Code <u>77705</u>		
e. Organizational Unit:		
Department Name:	Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____ *First Name: <u>Richard</u> Middle Name: <u>Alexander</u> *Last Name: <u>Rupp</u> Suffix: _____		
Title: Airport Manager		
Organizational Affiliation: Jack Brooks Regional Airport		
*Telephone Number: 409-719-4900		Fax Number:
*Email: ARUPP@CO.JEFFERSON.TX.US		

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: X. Airport Sponsor Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: <u>20.106</u> CFDA Title: <u>Airport Program</u>
*12. Funding Opportunity Number: <u>NA</u> *Title: <u>NA</u>
13. Competition Identification Number: <u>NA</u> Title: <u>NA</u>
14. Areas Affected by Project (Cities, Counties, States, etc.):
*15. Descriptive Title of Applicant's Project: Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 9	*b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: NA	*b. End Date: NA
18. Estimated Funding (\$):	
*a. Federal	\$16,881,720.00
*b. Applicant	\$0.00
*c. State	\$0.00
*d. Local	\$0.00
*e. Other	\$0.00
*f. Program Income	\$0.00
*g. TOTAL	\$16,881,720.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide explanation and attach _____	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: _____	*First Name: <u>Richard</u>
Middle Name: _____	
*Last Name: <u>Rupp</u>	
Suffix: _____	
*Title: Airport Manager	
*Telephone Number: 409-719-4900	Fax Number: _____
* Email: ARUPP@CO.JEFFERSON.TX.US	
*Signature of Authorized Representative: 	*Date Signed: <u>5/12/20</u>

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 78-01-0077	2. Effective Date April 1, 2020	3. Facility Code(s) 6DH	4. Modification No. Special VTC Language	5. DUNS No. 010-807-535
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division CG-3, 3 rd Floor Washington, DC 20530-0001		7. Local Government Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701		
8. Appropriation Data 15X1020		9. <i>Per-Diem</i> Rate \$ 83.68	10. Guard/Transportation Hourly Rate \$ 27.89	
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <ul style="list-style-type: none"> The purpose of the modification is to incorporate the use of guard services to monitor Federal Prisoners on a case-by-case basis during court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a prisoner before the court. The guard hourly rate is \$27.89 per hour per guard. <p>NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS MODIFICATION</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p> _____ Signature</p> <p>County Judge 5/5/20 TITLE DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>_____ Signature</p> <p>Chief, IAB County Judge 5/5/20 TITLE DATE</p>		

PGM: GMCOMMV2	DATE 05-12-2020	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
ROAD & BRIDGE PCT.#1		
SPIDLE & SPIDLE	1,887.21	471190
M&D SUPPLY	80.59	471222
MUNRO'S	30.35	471226
SOUTHEAST TEXAS WATER	7.00	471238
AT&T	65.04	471239
TRIANGLE ENGINE DIST.	92.32	471245
ROLLINS TRUCK & TRAILER REPAIR	364.50	471255
MARTIN MARIETTA AGG	449.20	471292
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
ADVANCE AUTO PARTS	294.17	471355
SILSBEE FORD INC	65,605.15	471361
REPUBLIC SERVICES	76.05	471372
		69,021.58**
ROAD & BRIDGE PCT.#2		
ENTERGY	5.30	471214
MOTION INDUSTRIES, INC.	240.00	471225
MUNRO'S	40.00	471226
SETZER HARDWARE, INC.	26.06	471233
S.E. TEXAS BUILDING SERVICE	346.66	471237
TRI-CITY FASTENER & SUPPLY	85.20	471246
PATHMARK TRAFFIC PRODUCTS OF TEXAS	3,850.65	471304
BUMPER TO BUMPER	691.56	471311
JEFFERSON COUNTY CREDIT CARDS	208.28	471340
DE LAGE LANDEN PUBLIC FINANCE	90.00	471345
SILSBEE FORD INC	65,604.61	471361
REPUBLIC SERVICES	122.69	471372
		71,311.01**
ROAD & BRIDGE PCT. # 3		
CERTIFIED LABORATORIES	415.73	471198
CITY OF PORT ARTHUR - WATER DEPT.	39.10	471202
ENTERGY	326.62	471214
MUNRO'S	23.85	471226
OFFICE DEPOT	300.54	471227
WEAVER, FALGOUT, & CARRUTH, INC.	188.56	471249
SOUTHERN TIRE MART, LLC	327.90	471256
TEXAS GAS SERVICE	141.98	471303
WINDSTREAM	4.99	471320
JEFFERSON COUNTY CREDIT CARDS	624.00	471340
DE LAGE LANDEN PUBLIC FINANCE	140.00	471345
PRO CHEM INC	346.78	471352
REPUBLIC SERVICES	45.00	471372
SMITTY'S HAMSHIRE GULF	47.00	471378
GERALD T PELTIER JR	200.00	471398
		3,172.05**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	115.30	471189
SPIDLE & SPIDLE	1,685.64	471190
CITY OF BEAUMONT - LANDFILL	726.00	471193
CHUCK'S WRECKER SERVICE	150.00	471199
ENTERGY	18.34	471214
M&D SUPPLY	42.59	471222
SMART'S TRUCK & TRAILER, INC.	40.08	471236
W. JEFFERSON COUNTY M.W.D.	69.10	471250
YATES AUTO & TRUCK REPAIR	2,023.22	471313
ACT PIPE AND SUPPLY	4,285.50	471332
JEFFERSON COUNTY CREDIT CARDS	58.15	471340
DE LAGE LANDEN PUBLIC FINANCE	229.79	471345
J&E WELDING INC	600.00	471348
MARTIN MARIETTA MATERIALS	348.00	471369
REPUBLIC SERVICES	214.79	471372
O'REILLY AUTO PARTS	304.97	471390
GULF COAST	200.03	471397
		11,111.50**
ENGINEERING FUND		
DE LAGE LANDEN PUBLIC FINANCE	460.94	471345
		460.94**
PARKS & RECREATION		

PGM: GMCOMMV2	DATE 05-12-2020		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL 59
CITY OF PORT ARTHUR - WATER DEPT.	61.25	471202	
ENTERGY	8.69	471214	
AT&T	29.37	471239	
W. JEFFERSON COUNTY M.W.D.	27.67	471250	
LOWE'S HOME CENTERS, INC.	16.14	471300	
JEFFERSON COUNTY CREDIT CARDS	1,069.42	471340	1,212.54**
GENERAL FUND			
AE'S RENTALS LLC	75.00	471435	75.00*
TAX OFFICE			
ACE IMAGEWEAR	23.90	471235	
SOUTHEAST TEXAS WATER	144.00	471238	
AT&T	109.44	471239	
UNITED STATES POSTAL SERVICE	629.32	471290	
ROCHESTER ARMORED CAR CO INC	378.40	471341	
DE LAGE LANDEN PUBLIC FINANCE	370.00	471345	1,655.06*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	11.09	471290	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	81.09*
AUDITOR'S OFFICE			
FED EX	512.72	471208	
OFFICE DEPOT	98.93	471227	
SOUTHEAST TEXAS WATER	29.95	471238	
UNITED STATES POSTAL SERVICE	7.81	471290	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	719.41*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	85.12	471261	
UNITED STATES POSTAL SERVICE	189.40	471290	
DE LAGE LANDEN PUBLIC FINANCE	600.00	471345	
RICOH USA INC	119.95	471354	994.47*
COUNTY JUDGE			
OFFICE DEPOT	139.89	471227	
LOU ANNE GARDNER ATTORNEY AT LAW	500.00	471262	
UNITED STATES POSTAL SERVICE	.42	471290	
LEXISNEXIS- ACCURINT	93.73	471335	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	
JAN GIROUARD & ASSOCIATES LLC	200.00	471375	1,004.04*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.33	471290	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	72.33*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	63.01	471290	
DE LAGE LANDEN PUBLIC FINANCE	331.89	471345	394.90*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	471345	1,200.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	1.60	471290	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	71.60*
GENERAL SERVICES			
CASA	30,000.00	471197	

PGM: GMCOMMV2	DATE 05-12-2020	PAGE: 3 60
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	471243
INTERFACE EAP	1,366.20	471254
ADVANCED STAFFING	97.50	471258
VERIZON WIRELESS	303.92	471287
DE LAGE LANDEN PUBLIC FINANCE	452.82	471345
EMERGENCY POWER SERVICE	1,500.00	471349
SPOK INC	3.00	471365
		36,423.44*
DATA PROCESSING		
OFFICE DEPOT	64.13	471227
CDW COMPUTER CENTERS, INC.	2,312.16	471261
SHI GOVERNMENT SOLUTIONS, INC.	3,730.23	471297
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
SPOK INC	12.09	471365
		6,188.61*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	45.83	471290
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		115.83*
ELECTIONS DEPARTMENT		
OFFICE DEPOT	27.96	471227
SIERRA SPRING WATER CO. - BT	19.36	471295
JEFFERSON COUNTY CREDIT CARDS	464.90	471340
DE LAGE LANDEN PUBLIC FINANCE	271.65	471345
		783.87*
DISTRICT ATTORNEY		
JEFFERSON CTY. DISTRICT ATTORNEY	13,940.00	471218
UNITED STATES POSTAL SERVICE	118.69	471290
DE LAGE LANDEN PUBLIC FINANCE	480.00	471345
		14,538.69*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	171.19	471290
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		241.19*
CRIMINAL DISTRICT COURT		
THOMAS J. BURBANK PC	5,771.36	471196
CHEROKEE COUNTY CLERK	427.00	471206
EDWARD B. GRIPON, M.D., P.A.	595.00	471213
UNITED STATES POSTAL SERVICE	9.62	471290
DE LAGE LANDEN PUBLIC FINANCE	441.64	471345
WILLIAM MARCUS WILKERSON	5,600.00	471353
		12,844.62*
58TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		70.00*
60TH DISTRICT COURT		
SIERRA SPRING WATER CO. - BT	4.99	471294
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		74.99*
136TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		70.00*
172ND DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		70.00*
252ND DISTRICT COURT		
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,943.75	471194
CHARLES ROJAS	600.00	471264
UNITED STATES POSTAL SERVICE	35.15	471290
ALLEN PARKER	8,750.00	471336
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		12,398.90*
279TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 05-12-2020	PAGE: 4
NAME	AMOUNT	CHECK NO.
		TOTAL
RANDY SHELTON	310.00	471234
UNITED STATES POSTAL SERVICE	1.00	471290
LEXIS-NEXIS	80.00	471291
SHI GOVERNMENT SOLUTIONS, INC.	527.16	471297
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
ALICIA K HALL	350.00	471350
MELANIE AIREY	100.00	471367
		1,438.16*
317TH DISTRICT COURT		
DAVID GROVE	150.00	471191
GLEN M. CROCKER	150.00	471298
LANGSTON ADAMS	700.00	471302
JOEL WEBB VAZQUEZ	150.00	471310
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
PATRICIA VELASCO	2,465.42	471373
		3,685.42*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	14.91	471290
LEXISNEXIS- ACCURINT	93.73	471335
DE LAGE LANDEN PUBLIC FINANCE	90.00	471345
		198.64*
JUSTICE COURT-PCT 1 PL 2		
OFFICE DEPOT	19.62	471227
LEXISNEXIS- ACCURINT	93.73	471335
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		183.35*
JUSTICE COURT-PCT 4		
DE LAGE LANDEN PUBLIC FINANCE	90.00	471345
		90.00*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	2.10	471290
SIERRA SPRING WATER CO. - BT	4.99	471296
LEXISNEXIS- ACCURINT	93.73	471335
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		170.82*
JUSTICE COURT-PCT 7		
LEXISNEXIS- ACCURINT	93.73	471335
		93.73*
JUSTICE OF PEACE PCT. 8		
CASH ADVANCE ACCOUNT	540.66	471221
LEXISNEXIS- ACCURINT	93.73	471335
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		704.39*
COUNTY COURT AT LAW NO.1		
DE LAGE LANDEN PUBLIC FINANCE	245.92	471345
		245.92*
COUNTY COURT AT LAW NO. 2		
EDWARD B. GRIPON, M.D., P.A.	1,190.00	471213
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
THOMAS WILLIAM KELLEY	650.00	471393
		1,910.00*
COUNTY COURT AT LAW NO. 3		
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		70.00*
COURT MASTER		
RICHARD D. HUGHES	2,200.00	471216
UNITED STATES POSTAL SERVICE	1.50	471290
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		2,271.50*
MEDIATION CENTER		
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		70.00*
COMMUNITY SUPERVISION		

PGM: GMCOMMV2	DATE 05-12-2020		PAGE: 5
NAME	AMOUNT	CHECK NO.	TOTAL 62
DE LAGE LANDEN PUBLIC FINANCE	280.00	471345	280.00*
SHERIFF'S DEPARTMENT			
CITY OF BEAUMONT - CENTRAL COLLECTI	7,374.33	471200	
FED EX	121.05	471208	
GT DISTRIBUTORS, INC.	348.96	471211	
OFFICE DEPOT	320.52	471227	
AT&T	33.87	471239	
UNITED STATES POSTAL SERVICE	805.01	471290	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	471297	
BEAUMONT OCCUPATIONAL SERVICE, INC.	314.55	471299	
FIVE STAR FEED	241.20	471306	
JEFFERSON COUNTY CREDIT CARDS	363.91	471340	
DE LAGE LANDEN PUBLIC FINANCE	800.00	471345	
INDUSTRIAL & COMMERCIAL MECHANICAL	892.99	471351	
REPUBLIC SERVICES	45.00	471372	
THE MONOGRAM SHOP	318.00	471383	
VECTOR SECURITY	116.55	471384	12,359.52*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	1,068.79	471192	
FED EX	383.57	471208	
FISHER SCIENTIFIC	256.39	471210	
SANITARY SUPPLY, INC.	98.16	471232	
VERIZON WIRELESS	75.98	471287	
LIPOMED	24.60	471338	
DE LAGE LANDEN PUBLIC FINANCE	90.00	471345	1,997.49*
JAIL - NO. 2			
W.W. GRAINGER, INC.	1,173.90	471212	
ENTERGY	26,275.14	471214	
HARBOR FREIGHT TOOLS	283.91	471215	
SANITARY SUPPLY, INC.	297.05	471232	
TRIANGLE COMPUTER & TELEPHONE	180.50	471244	
WARREN EQUIPMENT CO.	42.78	471248	
COKER DOORS & MOLDING CO.	650.00	471257	
MCKESSON MEDICAL-SURGICAL INC	5,676.00	471263	
LOWE'S HOME CENTERS, INC.	293.00	471300	
ICS	320.50	471327	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	471345	
CONSTELLATION NEWENERGY - GAS DIVIS	1,005.67	471356	
MATERA PAPER COMPANY INC	2,249.35	471357	
24 HR SAFETY LLC	149.00	471364	
REPUBLIC SERVICES	3,896.87	471372	
TURBINE AIRCRAFT COMPONENTS LLC	1,250.00	471381	
THE MONOGRAM SHOP	12.00	471383	
MOORE-ALL TEX SUPPLY	1,657.24	471388	
TRINITY SERVICES GROUP INC	15,241.54	471396	61,934.45*
JUVENILE PROBATION DEPT.			
FED EX	35.17	471209	
CHERYL TARVER	69.00	471253	
UNITED STATES POSTAL SERVICE	8.87	471290	
LYNN BIERHALTER	126.50	471318	
SHARON STREETMAN	92.00	471319	
DE LAGE LANDEN PUBLIC FINANCE	140.00	471345	
CHRISTAL CHANNELL	32.20	471371	
SUMMER KENNERSON	40.25	471379	543.99*
JUVENILE DETENTION HOME			
ENTERGY	3,877.09	471214	
SANITARY SUPPLY, INC.	584.57	471232	
AT&T	692.59	471239	
FLOWERS FOODS	89.04	471307	
BEN E KEITH FOODS	2,424.67	471309	
DE LAGE LANDEN PUBLIC FINANCE	229.79	471345	
REPUBLIC SERVICES	704.70	471372	8,602.45*
CONSTABLE PCT 1			

PGM: GMCOMMV2	DATE 05-12-2020		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	12.37	471290	
DE LAGE LANDEN PUBLIC FINANCE	323.13	471345	
CONSTABLE-PCT 4			335.50*
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	
TND WORKWEAR CO LLC	55.00	471382	
CONSTABLE-PCT 6			125.00*
LEXISNEXIS- ACCURINT	93.73	471335	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	
CONSTABLE PCT. 8			163.73*
DE LAGE LANDEN PUBLIC FINANCE	322.93	471345	
COUNTY MORGUE			322.93*
PROCTOR'S MORTUARY INC	8,325.00	471337	
FORENSIC MEDICAL	62,700.00	471392	
AGRICULTURE EXTENSION SVC			71,025.00*
DE LAGE LANDEN PUBLIC FINANCE	200.00	471345	
HEALTH AND WELFARE NO. 1			200.00*
MUNRO'S	31.70	471226	
AUSTIN CECIL WALKES MD PA	2,932.58	471247	
MCKESSON MEDICAL-SURGICAL INC	90.44	471263	
UNITED STATES POSTAL SERVICE	76.88	471290	
CONNIE M ROBERTS	68.00	471321	
LEXISNEXIS- ACCURINT	139.00	471335	
JEFFERSON COUNTY CREDIT CARDS	244.65	471340	
DE LAGE LANDEN PUBLIC FINANCE	372.43	471345	
NUANCE COMMUNICATIONS, INC	237.00	471395	
HEALTH AND WELFARE NO. 2			4,192.68*
O.W. COLLINS APARTMENTS	39.21	471205	
AUSTIN CECIL WALKES MD PA	3,663.58	471247	
UNITED STATES POSTAL SERVICE	19.69	471290	
LEXISNEXIS- ACCURINT	139.00	471335	
JEFFERSON COUNTY CREDIT CARDS	239.85	471340	
DE LAGE LANDEN PUBLIC FINANCE	140.00	471345	
NURSE PRACTITIONER			4,241.33*
SIERRA SPRING WATER CO. - BT	6.00	471293	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	
ENVIRONMENTAL CONTROL			76.00*
DE LAGE LANDEN PUBLIC FINANCE	323.13	471345	
NORTH TEXAS TOLLWAY AUTHORITY	3.23	471386	
INDIGENT MEDICAL SERVICES			326.36*
CARDINAL HEALTH 110 INC	14,878.07	471359	
MAINTENANCE-BEAUMONT			14,878.07*
M&D SUPPLY	36.11	471222	
ACE IMAGEWEAR	189.22	471235	
AT&T	1,066.43	471239	
CENTERPOINT ENERGY RESOURCES CORP	2,297.71	471312	
FIRETROL PROTECTION SYSTEMS, INC.	190.00	471333	
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345	
REPUBLIC SERVICES	2,114.10	471372	
AT&T	16,062.50	471374	
MAINTENANCE-PORT ARTHUR			22,026.07*

PGM: GMCOMMV2	DATE 05-12-2020	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS GAS SERVICE	240.04	471303
DE LAGE LANDEN PUBLIC FINANCE	140.00	471345
		380.04*
MAINTENANCE-MID COUNTY		
ENTERGY	279.62	471214
SANITARY SUPPLY, INC.	294.39	471232
ACE IMAGEWEAR	88.33	471235
S.E. TEXAS BUILDING SERVICE	2,925.00	471237
AT&T	717.01	471239
W. JEFFERSON COUNTY M.W.D.	80.04	471250
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
FRED MILLER'S OUTDOOR EQUIPMENT LLC	39.95	471368
REPUBLIC SERVICES	92.10	471372
		4,586.44*
SERVICE CENTER		
CHUCK'S WRECKER SERVICE	125.00	471199
PHILPOTT MOTORS, INC.	22.50	471229
VIN'S PAINT & BODY, INC.	3,830.71	471259
FASTENAL	70.80	471260
JEFFERSON CTY. TAX OFFICE	7.50	471265
JEFFERSON CTY. TAX OFFICE	7.50	471266
JEFFERSON CTY. TAX OFFICE	7.50	471267
JEFFERSON CTY. TAX OFFICE	7.50	471268
JEFFERSON CTY. TAX OFFICE	7.50	471269
JEFFERSON CTY. TAX OFFICE	7.50	471270
JEFFERSON CTY. TAX OFFICE	7.50	471271
JEFFERSON CTY. TAX OFFICE	7.50	471272
JEFFERSON CTY. TAX OFFICE	7.50	471273
JEFFERSON CTY. TAX OFFICE	7.50	471274
JEFFERSON CTY. TAX OFFICE	7.50	471275
JEFFERSON CTY. TAX OFFICE	7.50	471276
JEFFERSON CTY. TAX OFFICE	7.50	471277
JEFFERSON CTY. TAX OFFICE	7.50	471278
JEFFERSON CTY. TAX OFFICE	7.50	471279
JEFFERSON CTY. TAX OFFICE	7.50	471280
JEFFERSON CTY. TAX OFFICE	7.50	471281
JEFFERSON CTY. TAX OFFICE	7.50	471282
JEFFERSON CTY. TAX OFFICE	7.50	471283
JEFFERSON CTY. TAX OFFICE	7.50	471284
JEFFERSON CTY. TAX OFFICE	16.75	471285
JEFFERSON CTY. TAX OFFICE	16.75	471286
BUMPER TO BUMPER	10.85	471311
JEFFERSON COUNTY CREDIT CARDS	174.00	471340
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
MIGHTY OF SOUTHEAST TEXAS	316.45	471346
REPUBLIC SERVICES	122.69	471372
DENNIS LOWE	78.01	471376
		5,004.51*
VETERANS SERVICE		
DE LAGE LANDEN PUBLIC FINANCE	240.00	471345
		240.00*
		315,061.53**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	47.91	471203
JACK BROOKS REGIONAL AIRPORT	52.54	471219
MUNRO'S	80.79	471226
AT&T	32.48	471239
TIME WARNER COMMUNICATIONS	102.90	471241
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
REPUBLIC SERVICES	122.69	471372
		509.31**
FEMA EMERGENCY		
THE EXAMINER	2,100.00	471207
OFFICE DEPOT	547.90	471228
MARISSA PHILLIPS	652.50	471315
JEFFERSON COUNTY CREDIT CARDS	6,234.12	471340
LESLIE RIGGS	44.28	471366
COLIN'S KITCHEN LLC	8,971.25	471370

PGM: GMCOMMV2	DATE 05-12-2020	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
HERC RENTALS INC	3,292.00	471377
LOVE ASSISTING INC	1,832.50	471385
BIOMEDICAL WASTE SOLUTIONS LLC	385.00	471402
ALTUS LUMBERTON HOSPITAL	13,300.00	471403
NOVROZSKY'S HAMBURGERS ETC	429.00	471404
GEORGIANA FLOURNOY	2,666.25	471405
LORI MARTEL	435.00	471406
TAMMY LOU MCELVEY	1,320.00	471407
RACHEL RENEE BULLOCK	1,350.00	471408
LISA DARLENE PERKINS	870.00	471409
ANGELIQUE FERNANDEZ	832.50	471410
JENNA BUTLER	675.00	471411
KARLA PARSONS	270.00	471412
CANDACE TATE	990.00	471413
MICHELLE COURSIN	210.00	471414
CHRISTINA FRANKLIN	1,155.00	471415
LANA MCGRATH	270.00	471416
AMY MORGAN	510.00	471417
MISTY BUTLER	780.00	471418
MICHELLE HUTTO	1,080.00	471419
SHERRIE FONTENOT	810.00	471420
CANDACE KNOWLES	1,050.00	471421
SHIRLEY BROUSSARD	1,365.00	471422
JENNIFER STANLEY	810.00	471423
DARLA WALLACE	810.00	471424
RUSSELL WRIGHT	1,112.50	471425
LAURA THOMPSON	620.00	471426
SHERRY MCCOLLUM	1,410.00	471427
TEAKA SNELL	810.00	471428
MISTY JONES	1,740.00	471429
RILEY LOVE	67.50	471430
DAISY LOVE	566.25	471431
KELLY BUESING	1,020.00	471432
CHELSEA MEEKS	810.00	471433
AMY FEATHERSTON	465.00	471434
		64,668.55**
FAMILY GROUP CONFERENCING		
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
		70.00**
J.C. FAMILY TREATMENT		
KELLY WEBSTER	15.99	471322
DEANN WILLS	1,606.00	471401
		1,621.99**
SECURITY FEE FUND		
ALLIED UNIVERSAL SECURITY SERVICES	7,927.20	471400
		7,927.20**
LAW LIBRARY FUND		
LEXISNEXIS MATTHEW BENDER	1,232.69	471301
DE LAGE LANDEN PUBLIC FINANCE	70.00	471345
THOMSON REUTERS-WEST	3,929.52	471358
		5,232.21**
EMPG GRANT		
TIME WARNER COMMUNICATIONS	112.57	471242
		112.57**
GRANT A STATE AID		
VECTOR SECURITY	11,184.00	471384
		11,184.00**
COMMUNITY SUPERVISION FND		
UNITED STATES POSTAL SERVICE	159.80	471290
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	471330
		7,124.80**
JEFF. CO. WOMEN'S CENTER		
BELL'S LAUNDRY	566.37	471195
ISI COMMERCIAL REFRIGERATION	105.00	471217
M&D SUPPLY	116.91	471222

PGM: GMCOMMV2	DATE 05-12-2020		PAGE: 9
NAME	AMOUNT	CHECK NO.	TOTAL
MARKET BASKET	21.94	471223	
SYSCO FOOD SERVICES, INC.	789.49	471240	
PETTY CASH - RESTITUTION I	161.65	471251	
TOWER COMMUNICATIONS, INC.	60.00	471288	
BEN E KEITH FOODS	1,297.90	471308	
CENTERPOINT ENERGY RESOURCES CORP	259.31	471312	
REDWOOD TOXICOLOGY LABORATORY	38.25	471324	
DE LAGE LANDEN PUBLIC FINANCE	140.00	471345	
SPOK INC	16.44	471365	
REPUBLIC SERVICES	150.26	471372	
			3,723.52**
DWI PRETRIAL DIVERSION			
CLASSIC FORMS AND PRODUCTS	900.20	471305	
			900.20**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	471345	
			90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	471345	
			80.00**
LAW OFFICER TRAINING GRT			
M&D SUPPLY	134.83	471222	
JEFFERSON COUNTY CREDIT CARDS	259.96	471340	
			394.79**
COUNTY CLERK - RECORD MGT			
MANATRON	11,560.85	471328	
			11,560.85**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	.00	471324	
			.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	76.37	471201	
M&D SUPPLY	188.53	471222	
MUNRO'S	126.09	471226	
OFFICE DEPOT	129.36	471227	
JESSIE DAVIS	60.38	471331	
DE LAGE LANDEN PUBLIC FINANCE	315.00	471345	
MATERA PAPER COMPANY INC	253.29	471357	
REPUBLIC SERVICES	122.69	471372	
VICTORIA RHODES	120.18	471399	
			1,391.89**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	471345	
			140.00**
COUNTY CLERK ELECTION CON			
CDW COMPUTER CENTERS, INC.	1,198.56	471261	
			1,198.56**
JC CHILD ABUSE PREVENTION			
JEFFERSON CTY. DISTRICT CLERK	400.00	471220	
			400.00**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	9,000.00	471360	
			9,000.00**
AIRPORT FUND			
COASTAL WELDING SUPPLY	91.50	471204	
FED EX	130.67	471208	
MID-COUNTY ALTERNATOR	140.00	471224	
MUNRO'S	81.65	471226	
RED RIVER SPECIALITIES	7,509.00	471230	
RITTER @ HOME	59.25	471231	
BUBBA'S AIR CONDITIONING	135.00	471252	

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHERN TIRE MART, LLC	228.87	471256	
LOWE'S HOME CENTERS, INC.	323.89	471300	
DISH NETWORK	106.14	471323	
MODERN AG PRODUCTS LTD	493.32	471325	
HLAVINKA EQUIPMENT COMPANY	84.05	471326	
DE LAGE LANDEN PUBLIC FINANCE	140.00	471345	
COUNTY HOME AND RANCH LP	33.29	471347	
ADVANCE AUTO PARTS	6.43	471355	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	16.18	471362	
AERO PERFORMANCE	87.71	471363	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	11.85	471368	
REPUBLIC SERVICES	991.97	471372	
WESTMOR FLUID SOLUTIONS LLC	287.54	471380	
TITAN AVIATION FUELS	1,495.00	471391	
THE HOME DEPOT PRO	183.18	471394	
			12,636.49**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	23,801.79	471316	
RELIANCE STANDARD LIFE INSURANCE	6,108.86	471317	
EXPRESS SCRIPTS INC	139,070.73	471387	
			168,981.38**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	7,920.93	471314	
			7,920.93**
SHERIFF'S FORFEITURE FUND			
JEFFERSON COUNTY CREDIT CARDS	30.99	471340	
SILSBEE FORD INC	5,718.35	471361	
LAKE COUNTRY CHEVROLET, INC.	56,165.16	471389	
			61,914.50**
MARINE DIVISION			
W.W. GRAINGER, INC.	1,283.90	471212	
OFFICE DEPOT	26.20	471227	
SETZER HARDWARE, INC.	65.03	471233	
BUMPER TO BUMPER	62.43	471311	
THE DINGO GROUP-PETE JORGENSEN MARI	801.88	471329	
DANIELS MANUFACTURING CORPORTATION	611.47	471334	
JEFFERSON COUNTY CREDIT CARDS	1,637.80	471340	
			4,488.71**
			854,623.60***



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
July 14, 2020, DEMOCRATIC AND REPUBLICAN JOINT PRIMARY RUNOFF
ELECTION**

*(ELECCIÓN DE DESEMPATE PRIMARIA CONJUNTA DEMÓCRATAS Y
REPUBLICANOS, 14 de julio 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
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
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

June 29 – June 30 (Junio 29 – Junio 30)	Monday – Tuesday (Lunes - Martes)	8:00 a.m. – 5:00 p.m.
July 1 – July 3 (Julio 1 – Julio 3)	Wednesday – Friday (Miércoles – Viernes)	8:00 a.m. – 5:00 p.m.
July 6 – July 10 (Julio 6 – Julio 10)	Monday - Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

Precincts Voting at Location (Precintos de votación en el Localization)	Location	Location Address	Location City
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)	New Light Church	3780 Crow Rd.	Beaumont, TX 77706
ALL (TODOS)	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX 77713
ALL (TODOS)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (TODOS)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (TODOS)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (TODOS)	JP4 BLDG	19217 FM 365	Beaumont, TX
ALL (TODOS)	Marion & ED Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (TODOS)	Groves Activity Center	6150 39th St	Groves, TX 77619
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 Arthur Public 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)	Willie Ryman Center	3248 39th St.	Port Arthur, TX 77642
ALL (TODOS)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (TODOS)	Lamar University Montagne Center: Cardinal Club Room	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (TODOS)	Jefferson County Courthouse	1085 Pearl St.	Beaumont, TX 77701
ALL (TODOS)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (TODOS)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705



Resolution

STATE OF TEXAS

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§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 12th day of May, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

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

WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

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

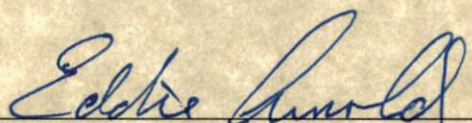
WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

SIGNED this 12th day of May, 2020.



JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





PROCLAMATION

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of May, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

ELDER ABUSE PREVENTION AWARENESS MONTH

WHEREAS, people who are elderly or have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a widespread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Caseworkers in Jefferson County have completed investigations 1,110 of which **530** cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in **2019**; and

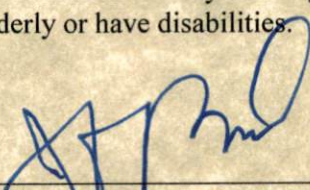
WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and


WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

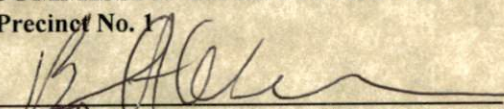
WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.


NOW, THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim the month of May 2020 to be Elder Abuse Prevention Month in Jefferson County and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

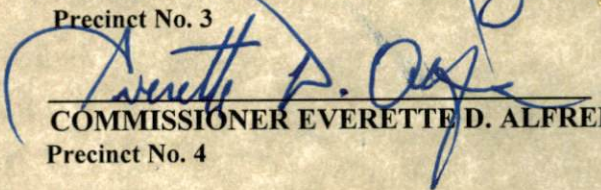
Signed this ____ of May, 2020.


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



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P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, Larry Grantham, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Board of the Sabine- Neches Navigation District of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Larry Grantham
 Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

(seal)

4th day of May, 2020.

Jeff Branick
 Signature of Notary Public or Other Officer
 Administering Oath

JEFF BRANICK
 Printed or Typed Name

Form #2201 Rev. 10/2011

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Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Larry Grantham, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Board of the Sabine- Neches Navigation District

City and/or County: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

May 4, 2020Larry Grantham

Signature of Officer

Revised 10/2011

Regular, May 12, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, May 12, 2020