

**SPECIAL, 6/30/2020 10:30:00 AM**

BE IT REMEMBERED that on June 30, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*June 30, 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  
 June 30, 2020**

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

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

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

9:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

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](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.

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

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

## **PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 20-024/YS), Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County.

**SEE ATTACHMENTS ON PAGES 11 - 50**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve a contract renewal for (IFB 19-030/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County for a first one (1) year renewal with Bob Barker Company, Inc. from July 14, 2020 to July 13, 2021.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract renewal for (IFB 19-030/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County for a first one (1) year renewal with Acme Supply Co., Ltd., Carolina Textiles, Charm-Tex, Green Mountain Knitting, ICS Jail Supplies, Inc., and Victory Supply LLC from July 14, 2020 to July 13, 2021.

**SEE ATTACHMENTS ON PAGES 51 - 56**

**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*  
*June 30, 2020*

4. Consider and approve, execute, receive and file an agreement (Agreement 20-027/JW) with Thomson Reuters (Westlaw) and Jefferson County for a West Proflex online subscription for Law Library Patron Access. This is a one-year agreement (August 1, 2020 to July 31, 2021) with a monthly cost of \$2,057.16 for two (2) users; that includes an addendum to exclude an auto-renewal of the agreement upon expiration. This agreement is in accordance with Contract # DIR-LGL-CALIR-02 (Option 1A).

**SEE ATTACHMENTS ON PAGES 57 - 61**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file Job Order Contract (JOC 20-025/DC) with SETEX Facilities and Maintenance for the Jefferson County Mid-County Tax Office Add-On in an amount of \$299,022.07. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.0. Budget amount is \$275,000.00 with any cost above this amount to be paid from available Capital Projects.

**SEE ATTACHMENTS ON PAGES 62 - 73**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 74 - 75**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**ADDENDUMS**

*Notice of Meeting and Agenda and Minutes  
June 30, 2020*

- 7. Execute, receive and file a contract renewal for (IFB 17-016/YS), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County with Advantage Interests, Inc. from June 16, 2020 to June 15, 2021 with price increases as shown on Attachment A. Price increases are due to cost increase to perform inspections.

**SEE ATTACHMENTS ON PAGES 76 - 77**

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

- 8. Consider and approve award, execute, receive and file an Engagement Letter for (RFP 20-013/YS), Auditing Services for Jefferson County to Pattillo, Brown, & Hill, LL P.

**SEE ATTACHMENTS ON PAGES 78 - 87**

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

- 9. Consider and approve, execute, receive and file the purchase of an additional software and equipment for the support from Hart intercivic election voting system. This purchase will provide JBC Access Code and ePollBook data integration software, scanner, and annual license and support fee: with the cost of 37,165.00 to be funded by the Hava Security Grant.

**SEE ATTACHMENTS ON PAGES 88 - 88**

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

**COUNTY AUDITOR:**

- 10. Consider and approve budget transfer – 136th District Court - additional cost for labor on replacement screen.

120-2035-412-6001	OFFICE MACHINES	\$2,080.00	
120-2035-412-2003	EMPLOYEES' INSURANCE		\$2,080.00

*Notice of Meeting and Agenda and Minutes  
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**SEE ATTACHMENTS ON PAGES 89 - 90**

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

11. Consider and approve budget transfer – Road & Bridge Pct.3– additional cost to Epoxy the floor on office addition.

113-0308-431-6014	BUILDINGS AND STRUCTURES	\$3,250.00	
113-0302-431-5077	CONTRACTUAL SERVICE		\$1,400.00
113-0305-431-5077	CONTRACTUAL SERVICE		\$1,000.00
113-0305-431-3084	MINOR EQUIPMENT		\$850.00

**SEE ATTACHMENTS ON PAGES 91 - 92**

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

12. Consider and approve budget transfer – JP Pct.2 - additional cost for toner, ink and postage.

120-2043-412-4052	POSTAGE	\$1,500.00	
120-2043-412-3078	OFFICE SUPPLIES	\$1,500.00	
120-2043-412-5062	TRAVEL EXPENSE		\$3,000.00

**SEE ATTACHMENTS ON PAGES 93 - 93**

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

13. Consider and approve electronic disbursement for \$628,697.76 to LaSalle for revenue received from entities for inmate housing.

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

14. Regular County Bills – check #472886 through checks #473103.

**SEE ATTACHMENTS ON PAGES 94 - 101**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

15. 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 102 - 102**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

16. CONSIDER AND APPROVE A RESOLUTION AUTHORIZING THE SUBMISSION OF THE LABOR STANDARDS OFFICER FORM AND DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM AUTHORIZING JUDGE BRANICK TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE GENERAL LAND OFFICE DISASTER RECOVERY HURRICANE HARVEY INFRASTRUCTURE AND LOCAL BUYOUT/ACQUISITION PROGRAMS.

**SEE ATTACHMENTS ON PAGES 103 - 108**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
June 30, 2020*

17. Consider and possibly appoint members to the Jefferson County Housing Finance Corporation Board of Directors: Judge Jeff R. Branick- appointment - Commissioner Eddie Arnold , appointment - Mr. Vernon Pierce , \_\_\_\_\_ Commissioner Brent A. Weaver appointment \_\_\_\_\_, Commissioner Michael S. Sinegal, appointment \_\_\_\_\_, and Commissioner Everette D. Alfred, appointment \_\_\_\_\_.

**Action: TABLED**

18. Consider, possibly approve, receive and file Compiled Financial Statement of Jefferson County Emergency Services District No. 1 for 2018-2019 pursuant to Sec.775.082 (b), Texas Health & Safety Code.

**SEE ATTACHMENTS ON PAGES 109 - 128**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY TAX ASSESSOR-COLLECTOR:**

19. Consider and possibly approve waiver of penalty and interest on four (4) accounts pursuant to Sec. 33.011 of the State Property Tax Code.

**SEE ATTACHMENTS ON PAGES 129 - 137**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY TREASURER:**

20. Receive and File Investment Schedule for May, 2020, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 138 - 140**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ENGINEERING:**

21. Receive and file Annual Road Reports of Jefferson County Commissioners of Precincts 1, 2, 3, and 4 pursuant to Section 251.005, Texas Transportation Code and file a copy of same with the Grand Jury.

**SEE ATTACHMENTS ON PAGES 141 - 146**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **HUMAN RESOURCES:**

22. Consider and possibly approve and receive and file revisions to the 'Personnel Policies and Procedures Manual' for Section 2 - Equal Employment Opportunity Policy; Section 7 - Harassment/Sexual Harassment and Non-Retaliation Policy; Section 7.2 - Non Retaliation Policy; Section 16 - Employee Grievance Procedures.

**SEE ATTACHMENTS ON PAGES 147 - 159**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **JUVENILE PROBATION:**

23. Receive and File the proposed Juvenile Probation Budget for FY 2021 in accordance with 140.004 Local Government Code.

**SEE ATTACHMENTS ON PAGES 160 - 200**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **PUBLIC HEALTH:**

24. Consider and possibly approve Resolution commending Cheryl Swallow for 31 years and 8 months of service to Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 201 - 201**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

25. Consider and possibly approve Resolution commending Sammy B. Mills for 27 years and 1 month of devoted service to Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 202 - 202**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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**Jeff R. Branick  
County Judge**



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

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

June 30, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-024/YS, Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County

**BID NO:** IFB 20-024/YS

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, August 5, 2020

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 1, 2020 and July 8, 2020

**IFB 20-024/YS**  
**Term Contract for Disaster and Emergency Repair, Service, and Installation**  
**of Electrical Services for Jefferson County**  
**Bids due: 11:00 AM CT, Wednesday, August 5, 2020**

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**Bid Submissions**

**Bidder is responsible for submitting:**

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

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

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

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

### 5. Signatures

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

## 6. County Holidays – 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

or

## 7. **Rejection or Withdrawal**

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

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

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

## 9. **Award**

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

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### 10. **Contract**

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

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

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

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

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

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

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

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

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

#### 15. **Specifications**

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

#### 16. **Delivery**

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

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

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

**18. Currency**

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

**19. Pricing**

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

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

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

**21. Certification**

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

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

**22. Definitions**

“County” – Jefferson County, Texas.

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

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

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.15 Material Safety Data Sheets.** Under the “Hazardous Communications Act,” 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 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, will be valid for a period of two (2) years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

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

### 7. Usage Reports

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

### 8. Insurance

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

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

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

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

**Minimum Insurance Requirements:**

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

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

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

**9. Workers' Compensation Insurance**

9.1 Definitions:

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

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

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

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

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

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

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

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

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

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

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (ysauer@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number IFB 20-024/YS.

### Scope

- Furnish all labor and materials to install, service, or repair all Electrical Systems as required upon proper authorization by a representative of Jefferson County. Emergency service to be available on a twenty-four (24) hour, seven-day-a week basis and provided within two (2) hours after notification by authorized Jefferson county Personnel.

### Contractor shall be responsible for the following:

- Furnish all labor, material and/or equipment necessary to repair, service, or install electrical systems.
- Provide emergency service as requested.
- Provide disaster relief during mandatory/voluntary county evacuation as requested.
- Give owner equal or preferential service over all other types of service normally undertaken by a contractor.
- Provide inspection service as requested and provide owner with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

### Jefferson County shall be responsible for the following:

- Notify Contractor when repairs, service or installation is needed.
- Permit contractor's personnel the use of owner's common building maintenance tools, such as ladders, etc.

### Detail

- This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays expected. (The hourly rate as stated in the bid should include travel to and from the job.) Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
- Bidder, upon two hours of notification, must be able to supply a minimum of two electricians, when required, skilled in the repair, service and installation of electrical systems.
- Electricians must possess current licensing. **Please submit copy/copies of your current license(s) as electrical contractor(s) in the State of Texas with your bid.**
- Bidder is to be able to supply at fixed hourly rates equipment such as hydraulic lifts, winch, truck and pole line truck.

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County

**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			_____	
_____			Name	
Address			_____	
_____	_____	_____	_____	_____
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

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The Offer is hereby accepted for the following items: Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County, contract term: two (2) years from date of award.

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

This contract shall henceforth be referred to as Contract No. IFB 20-024/YS, Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

Item	Description	Labor Charge Per Hour
1	Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$_____/hour
2	Apprentice Electrician accompanying Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$_____/hour
3	Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$_____/hour
4	Apprentice Electrician accompanying Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$_____/hour
5	Electrician for emergency service on Sundays and Holidays	\$_____/hour
6	Apprentice Electrician accompanying Electrician for emergency service on Sundays and Holidays	\$_____/hour
7	Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	\$_____/hour
8	Apprentice Electrician accompanying Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	\$_____/hour
9	Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$_____/hour
10	Apprentice Electrician accompanying Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$_____/hour
11	Electrician for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	\$_____/hour
12	Apprentice Electrician accompanying Electrician for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$_____/hour

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

## Bid Form (Continued)

13	Hourly rates for hydraulic lifts	_____/hour
14	Hourly rates for winch trucks	_____/hour
15	Hourly rates for pole line trucks	_____/hour
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	_____%
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____% markup.	_____%
18	Contract fee for permitting \$_____ per \$100.00 value	\$_____

Copy/Copies of current license(s) as electrical contractor(s) in the State of Texas are included with this bid?  Yes  No

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

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

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

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

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

## Vendor References

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

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

### REFERENCE ONE

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

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

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

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

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

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

### REFERENCE TWO

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

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

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

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

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

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

### REFERENCE THREE

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

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

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

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

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

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

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

## Signature Page

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

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

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

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

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

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

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

## Conflict of Interest Questionnaire

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

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>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p style="text-align: center;">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: center;">_____</p> <p style="text-align: center;">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

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***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. <b>Notify</b> 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. <b>Provide</b> 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. <b>Negotiate</b> 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. <b>Document</b> 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, <b>please explain the reasons why.</b>  |

**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.**











## 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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

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

### Bid Affidavit

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

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

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

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

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

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

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

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

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

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

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

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

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

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

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

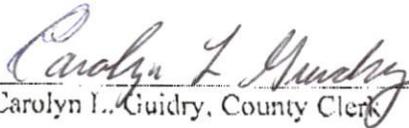
### **Bidder Shall Return Completed Form with Offer.**

# CONTRACT RENEWAL FOR IFB 19-030/YS TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Acme Supply Co., LTD. for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 14, 2020 to July 13, 2021.

ATTEST:

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Acme Supply Co., LTD.

  
\_\_\_\_\_  
(Name) ZAHEER SHEIK

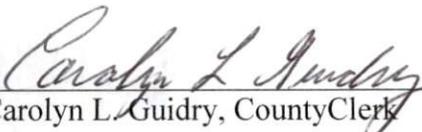
# CONTRACT RENEWAL FOR IFB 19-030/YS TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

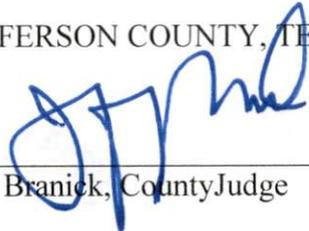
The County entered into a contract with Carolina Textiles for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 14, 2020 to July 13, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Carolina Textiles

  
\_\_\_\_\_  
(Name)

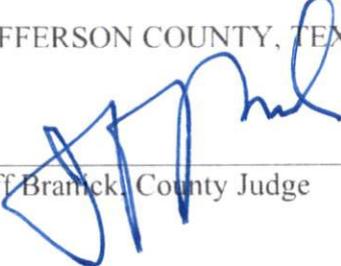
# CONTRACT RENEWAL FOR IFB 19-030/YS TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Charm-Tex for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 14, 2020 to July 13, 2021.

ATTEST:

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS  
  
\_\_\_\_\_  
Jeff Bramick, County Judge



CONTRACTOR:  
Charm-Tex

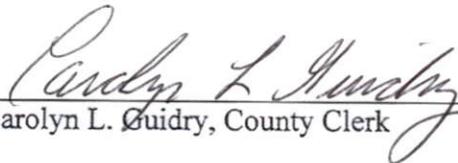
  
\_\_\_\_\_  
Stan Danzger, VP of Sales  
(Name)

# CONTRACT RENEWAL FOR IFB 19-030/YS TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

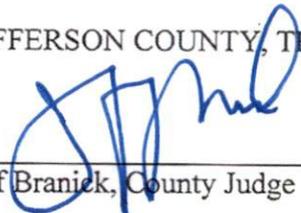
The County entered into a contract with Green Mountain Knitting for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 14, 2020 to July 13, 2021.

ATTEST:

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Green Mountain Knitting

  
\_\_\_\_\_  
(Name) VANDA BARBOUR

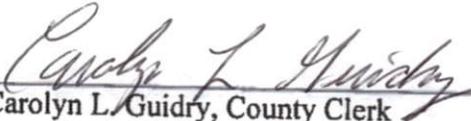
# CONTRACT RENEWAL FOR IFB 19-030/YS TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

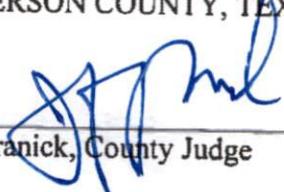
The County entered into a contract with ICS Jail Supplies, Inc. for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 14, 2020 to July 13, 2021.

ATTEST:

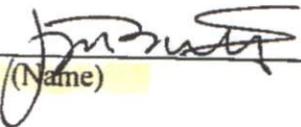
JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
ICS Jail Supplies, Inc.

  
\_\_\_\_\_  
(Name)

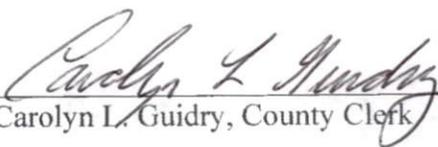
# CONTRACT RENEWAL FOR IFB 19-030/YS TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Victory Supply, LLC for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 14, 2020 to July 13, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Victory Supply, LLC

  
(Name)

 <b>THOMSON REUTERS</b>	<b>Order Form</b>	<b>Order ID: Q-00812836</b>
Contact your representative pat.simpson@thomsonreuters.com with any questions. Thank you.		

<b>Account Address</b> Account #: 1003186826 JEFFERSON COUNTY LAW LIBRARY PATRON ACCESS 1001 PEARL ST BEAUMONT TX 77701-3549 US	<b>Shipping Address</b> Account #: 1003186826 JEFFERSON COUNTY LAW LIBRARY PATRON ACCESS 1001 PEARL ST BEAUMONT TX 77701-3549 US	<b>Billing Address</b> Account #: 1003186826 JEFFERSON COUNTY LAW LIBRARY PATRON ACCESS 1001 PEARL ST BEAUMONT, TX 77701-3549 US
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This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**  
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$2,057.16	12	N/A

**Minimum Terms**

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms**

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

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

**Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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

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

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

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caseologistix.pdf>

**Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>

In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable

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

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### Additional Order Form Terms and Conditions

##### **For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Acknowledgement: Order ID: O-00812836**

Signature of Authorized Representative for order

*Jeff R. Branick*

Printed Name

Title

*Jefferson County Judge*

*June 30, 2020*

Date

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This Order Form will expire and will not be accepted after 8/23/2020.

## AUTHORIZED WEST REPRESENTATIVE

Signature: *Charles W Holmsten*

Printed Name: CHUCK HOLMSTEN

Title: Sales & Client Mgt Consultant

Date: 6/25/2020

 <b>THOMSON REUTERS</b>	<h2>Attachment</h2>	<h2>Order ID: Q-00812836</h2>
Contact your representative pat.simpson@thomsonreuters.com <u>with</u> any questions. Thank you.		

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1003186826

**Order Confirmation Contact (#28)**

Contact Name: West, Jamey  
Email: jwest@co.jefferson.tx.us

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**eBilling Contact**

Contact Name Jamey West  
Email [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003186826	JEFFERSON COUNTY LAW LIBRARY	1001 PEARL ST BEAUMONT TX 77701-3549 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
2	Seats	42567003	Pat Acc – National Analytical for Patron Access (WestlawPRO™)
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
2	Seats	42115621	Pat Acc - National Core for Patron Access

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jamey	West	<a href="mailto:jwest@co.jefferson.tx.us">jwest@co.jefferson.tx.us</a>	EML PSWD CONTACT
Jamey	West	<a href="mailto:jwest@co.jefferson.tx.us">jwest@co.jefferson.tx.us</a>	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42115617	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
42115636	Pat Acc - Analytical Plus for Patron Access
42115622	Pat Acc - National Core for Patron Access



**Addendum to West Order Form- Q-00812836**

Subscriber: JEFFERSON COUNTY LAW LIBRARY

Account #: 1003186826

1. **Effect of Addendum.** The West Order Form and the underlying General Terms and Conditions between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form.** The following is added to the Order Form:

The Order Form will terminate at the end of the Minimum Term at which time we will no longer provide you with subscription services.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West, a Thomson Reuters business

Charles W Holmsten

Accepted by: CHUCK HOLMSTEN

Title: Sales & Client Mgt Consultant

Date: 6/25/2020

Subscriber

Signed: [Signature]

Name (please print): Jeff R. Branick

Title: Jefferson County Judge

Date: JUNE 30, 2020

ATTEST [Signature] Chief Deputy  
DATE 6/30/2020





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

June 22, 2020

- (409) 842-8181
- (409) 842-2274
- setex@setexconstruction.com
- setexconstruction.com

Deb Clark  
Jefferson County Purchasing  
1149 Pearl  
Beaumont, TX 77701

**Project:** "Mid County Tax Office Add-On"

**Subject:** "Revised Proposal-2"

General Contracting

Dear Ms. Clark:

Job Order Contracting

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

Facilities Maintenance

**Proposal Recap:**

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

- Provide new parking lot and drive thru based on drawings provided by Jefferson
- Provide striping at new parking lot based on drawings provided County
- Provide building foundation for new metal building based on drawings provided
- Furnish and install new 24'x35' Pre-Engineered Metal Building
- Furnish and install new canopy over drive thru window
- Demolish existing south wall of tax office for new building tie in
- Demolish existing break room casework and dispose
- Demolish existing carpet in tax office area and dispose
- Demolish existing VCT in restrooms and breaks area and dispose
- Demolish existing wall between office 1 & 2 and dispose
- Remove both doors/frames for office 1 & 2 and store for reinstallation at new location
- Extend existing wall perpendicular to office 1 to close office area to public
- Provide new cased opening at same location for public access into waiting lobby
- Furnish and install new walls based on layout provided b Jefferson County
- Remove RR2 door/frame and reinstall at new location
- New walls will be 9' tall, 5/8" sheetrock on both sides, with R13 insulation
- Tape, Float, and Texture all new sheetrock walls
- Furnish and install (1) new door and frame (provide closest match to existing doors)
- Furnish and install (1) new 3-0 x 7-0 Dark Bronze Anodized storefront door with sidelite
- Furnish and install new suspended ceiling with 2x4 drop in tiles to match existing ceilings
- Paint all existing office walls and new walls with paint to match
- Furnish and install new carpet tiles in all existing carpeted areas and new rooms specified by the County
- Furnish and install new rubber cove base at all new walls of add on
- Furnish and install new VCT in both restrooms and break areas
- Furnish and install new 3-ton electric A/C unit for new building
- Furnish and install new upper/lower cabinets for new break area per J.C. provided plans
- Furnish and install (2) new desk configuration at drive thru window area per J.C. marked up plans
- Furnish and install new transaction window and tray at specified area



Mailing Address:  
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Beaumont, Texas 77720-0658

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- Furnish and install (22) new 2x4 LED drop in lights
- Furnish and install new power pole at lobby for ticket sales
- Furnish and install (20) new duplex receptacles for new building
- Provide conduit at all new receptacle locations (Jefferson County to provide own IT/Data cable and jacks)
- Remove existing sink and reinstall at new location
- Disconnect and relocate existing water heater
- Remove and reset existing janitor sink
- Provide new plumbing and piping to accommodate new floor plan layout
- Continuous clean up daily and final clean upon completion

General Contracting

Job Order Contracting

Price	\$ 291,728.85
Bond	\$ 7,293.22
<b>Total Price</b>	<b>\$ 299,022.07</b>

Facilities Maintenance

**Exclusions:**

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

**Industrial** SETEX has not accounted for any IT/Data/Security work in this proposal. Jefferson county to provide any/all cables, jacks, or fixtures necessary. SETEX only to provide conduit for new lines to be placed in

**Government** SETEX has not allowed for any fire/alarm work in this proposal  
SETEX has not allowed for any permits in this proposal

**Healthcare** Up to (16) week lead time for new Pre-Engineered Metal Building  
Up to (8) week lead time for new doors/frames

We estimate approximately (75) working days to complete upon material delivery

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

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

**Education**

Matt Ueding  
Project Supervisor  
cc:SETEX/file  
20-0064

**Performing Arts**

**Historical**

**JEFFERSON COUNTY, TEXAS**

**Jeff Branick, County Judge**

**ATTEST**

**Carolyn L. Gulevsky, County Clerk**



# Final Estimate

Michael Waidley

SETEX Facilities and Maintenance, LLC

15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Renewal - 8/18/2018

to 8/17/2

Mid County Tax Office Addition - 19-0028

Estimator: Michael Waidley

Summary of tagged estimates...

## Division Summary (MF04)

01 - General Requirements	\$45,359.01
02 - Existing Conditions	\$3,733.33
03 - Concrete	\$26,834.82
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	\$2,484.65
08 - Openings	\$796.00
09 - Finishes	\$50,726.38
10 - Specialties	
11 - Equipment	\$6,150.00
12 - Furnishings	\$17,182.12
13 - Special Construction	\$35,390.95
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$7,309.00
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$7,093.25
25 - Integrated Automation	

## Totalling Components

Priced Line Items	\$368,177.16
RSMeans BEAUMONT, TX CCI 2019, 85.20%	\$(54,490.23)

## Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$149,733.11
Labor:	\$204,488.40
Equipment:	\$13,955.66
Other:	\$(0.01)
Laborhours:	2,150.92
Green Line Items:5	\$13,742.76

26 - Electrical	\$21,557.40
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$21,685.68
32 - Exterior Improvements	\$113,840.57
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	\$720.00
Trades	\$7,314.00
Assemblies	
FMR	
<b>MF04 Total (Without totalling components)</b>	<b>\$368,177.16</b>

2015 Choice Partners JOC SETEX Texas Normal (-7.0000%)	\$(21,958.08)
Nonpriced Line Items	

## Priced/Non-Priced

Total Priced Items:	108	\$368,177.16	
Total Non-Priced Items:	0	\$0.00	0.00%
	108	\$368,177.16	

**Grand Total**

**\$291,728.85**

## Final Estimate

Estimator: Michael Waidley

Combined estimates...

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>01 - General Requirements</b>						
1	01-31-13-20-0260 Field personnel, superintendent, average	Week	10.0000	\$3,725.00	\$37,250.00	RSM20FAC L, O&P P
2	01-54-33-20-4890-3 Rent per week for rent loader, skid steer, wheeled, 1 CY 78 HP, diesel	Ea.	1.0000	\$1,199.00	\$1,199.00	RSM18FAC E, O&P P
3	01-54-33-20-4890-3 Rent per week for rent loader, skid steer, wheeled, 1 CY 78 HP, diesel	Ea.	1.0000	\$1,199.00	\$1,199.00	RSM18FAC E, O&P P
4	01-54-33-40-6410-4 Rent per month for rent toilet portable chemical	Ea.	3.0000	\$228.80	\$686.40	RSM20FAC E, O&P P
5	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	\$215.00	\$430.00	RSM20FAC L, E, O&P P
6	01-56-16-10-1080 Selective demolition, rubbish handling, dust partition, 4' x 8' panels, 2" x 4" frame, 6 mil polyethylene, cost to be added to demolition cost Temporary Wall 34*9*1.15 = 351.90	S.F.	351.9000	\$1.11	\$390.61	RSM20FAC M, L, O&P P
7	01-56-26-50-0100 Temporary fencing, chain link, 6' high, 11 ga 400 = 400.00	L.F.	400.0000	\$9.05	\$3,620.00	RSM20FAC M, L, O&P P
8	01-76-13-20-0020 Temporary protection, flooring, taped seams, 1/8" tempered hardboard 400 = 400.00	S.F.	400.0000	\$1.46	\$584.00	RSM20FAC M, L, O&P P
<b>01 - General Requirements Total</b>					<b>\$45,359.01</b>	
<b>02 - Existing Conditions</b>						
9	02-41-13-17-5300 Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees 20*6 = 120.00 [120 S.F. = 13.3333 S.Y. Conversion]	S.Y.	13.3333	\$22.00	\$293.33	RSM20FAC L, E, O&P P
10	02-41-19-19-0840 Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	2.0000	\$850.00	\$1,700.00	RSM20FAC M, O&P P
11	02-41-19-19-2005 Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost 60 = 60.00	C.Y.	60.0000	\$29.00	\$1,740.00	RSM20FAC L, O&P P
<b>02 - Existing Conditions Total</b>					<b>\$3,733.33</b>	
<b>03 - Concrete</b>						
12	03-11-13-65-3000 C.I.P. concrete forms, slab on grade, edge, wood, to 6" high, 4 use, includes erecting, bracing, stripping and cleaning (24+24+35+35)*1.15 = 135.70	L.F.	135.7000	\$4.55	\$617.44	RSM19FAC M, L, O&P P

**Final Estimate**

**Estimator: Michael Waidley**

**Combined estimates...**

**03 - Concrete**

Item	Description	UM	Quantity	Unit Cost	Total	Book
13 03-11-13-65-3050	C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning 616.72*1.10*.66 = 447.74	SFCA	447.7387	\$6.50	\$2,910.30	RSM18FAC M, L, O&P P
14 03-15-16-30-0700	Expansion joint, polyurethane, poured, 1/2" x 1"	L.F.	800.0000	\$2.26	\$1,808.00	RSM19FAC M, L, B P
15 03-15-16-30-3050	Expansion joint, polyethylene backer rod, 3/4" diameter	L.F.	800.0000	\$0.97	\$776.00	RSM19FAC M, L, B P
16 03-15-16-30-4450	Expansion joint, redwood heartwood, 1" x 6"	L.F.	800.0000	\$2.88	\$2,304.00	RSM19FAC M, L, B P
17 03-21-11-60-2520	Reinforcing steel, in place, dowels, smooth, 12" long, 5/8" diameter, A615, gr 200 = 200.00	Ea.	200.0000	\$8.33	\$1,666.00	RSM19FAC Grn, M, L, B P
18 03-30-53-40-3850	Structural concrete, in place, spread footing (3000 psi), over 5 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and  29.99*1.15 = 34.49	C.Y.	34.4885	\$350.00	\$12,070.98	RSM19FAC M, L, E, O&P P
19 03-30-53-40-5010	Structural concrete, in place, slab on grade (3000 psi), 6" thick, includes concrete (Portland cement Type I), placing and broom finish, excludes forms and reinfor 24*35*1.15 = 966.00	S.F.	966.0000	\$4.35	\$4,202.10	RSM19FAC M, L, E, O&P P
20 03-81-13-50-0300	Concrete sawing, concrete slabs, plain, up to 3" deep, includes blade cost, layout and set up time 75*2 = 150.00	L.F.	150.0000	\$2.40	\$360.00	RSM20FAC M, L, E, O&P P
21 03-81-13-50-0300-0320	Concrete sawing, concrete, existing slab, plain, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using  75*2 = 150.00	L.F.	150.0000	\$0.80	\$120.00	RSM20FAC M, L, E, O&P P
<b>03 - Concrete Total</b>						<b>\$26,834.82</b>

**07 - Thermal and Moisture Protection**

22 07-05-05-10-0670	Selective demolition, thermal and moisture protection, insulation, batts or  1 = 1.00	C.F.	1.0000	\$0.39	\$0.39	RSM20FAC L, O&P P
23 07-05-05-10-2370	Selective demolition, thermal and moisture protection, roof edge, sheet metal coping, up to 12" wide	L.F.	35.0000	\$2.25	\$78.75	RSM20FAC L, O&P P
24 07-05-05-10-5320	Selective demolition, thermal and moisture protection, siding, metal, vertical	S.F.	1.0000	\$1.35	\$1.35	RSM20FAC L, O&P P
25 07-05-05-10-5880	Selective demolition, thermal and moisture protection, steel siding,  4*3 = 12.00	S.F.	12.0000	\$1.34	\$16.08	RSM20FAC L, O&P P

## Final Estimate

Estimator: Michael Waidley

Combined estimates...

## 07 - Thermal and Moisture Protection

Item	Description	UM	Quantity	Unit Cost	Total	Book
26 07-21-16-20-0120	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 3-1/2" thick, R15, 15" 203.4*9*1.15 = 2,105.19	S.F.	2,105.1900	\$1.11	\$2,336.76	RSM20FAC Grn, M, L, O&P P
27 07-92-19-10-0030	Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1/4" x 1/2", in place 5+5+3+3*1.15 = 16.45	L.F.	16.4500	\$3.12	\$51.32	RSM20FAC M, L, O&P P

**07 - Thermal and Moisture Protection Total****\$2,484.65**

## 08 - Openings

28 08-05-05-10-1520	Door demolition, interior door, Solid, 1-3/8" thick, remove and reset, minimum	Ea.	4.0000	\$114.00	\$456.00	RSM20FAC L, O&P P
29 08-05-05-10-2000	Door demolition, door frames, metal, remove	Ea.	4.0000	\$85.00	\$340.00	RSM20FAC L, O&P P

**08 - Openings Total****\$796.00**

## 09 - Finishes

30 09-05-05-10-1250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system,	S.F.	1.0000	\$0.90	\$0.90	RSM20FAC L, O&P P
31 09-05-05-20-0400	Flooring demolition, carpet, bonded, includes surface scraping 1 = 1.00	S.F.	1.0000	\$0.54	\$0.54	RSM20FAC L, O&P P
32 09-05-05-20-0900	Flooring demolition, vinyl composition tile, 12" x 12" 1 = 1.00	S.F.	1.0000	\$1.08	\$1.08	RSM20FAC L, O&P P
33 09-05-05-30-0100	Walls and partitions demolition, brick, 4" to 12" thick 100 = 100.00	C.F.	100.0000	\$14.20	\$1,420.00	RSM20FAC L, E, O&P P
34 09-05-05-30-1000	Walls and partitions demolition, gypsum wallboard, per s.f., nailed or screwed 1 = 1.00	S.F.	1.0000	\$0.54	\$0.54	RSM20FAC L, O&P P
35 09-21-16-33-3800	Partition wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall 203.4*9*1.15 = 2,105.19	S.F.	2,105.1900	\$5.30	\$11,157.51	RSM20FAC M, L, O&P P
36 09-21-16-33-3800-9600	Partition wall, for work over 8' high, add (Modified using 09-21-16-33-9600) 203.4*9*1.15 = 2,105.19	S.F.	2,105.1900	\$0.89	\$1,873.62	RSM20FAC L, O&P P
37 09-29-10-30-2050	Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 5/8" 203.4*9*1.15 = 2,105.19	S.F.	2,105.1900	\$1.83	\$3,852.50	RSM20FAC M, L, O&P P
38 09-51-23-30-0700	Complete suspended ceilings, fiberglass ceiling board, plain faced, offices, 2' x 4' x 3/4", include standard suspension system, excl. 1-1/2" carrier channels	S.F.	966.0000	\$6.20	\$5,989.20	RSM20FAC M, L, O&P P



## Final Estimate

Estimator: Michael Waidley

Combined estimates...

## 12 - Furnishings

Item	Description	UM	Quantity	Unit Cost	Total	Book
50 12-35-70-13-0500	Casework, base cabinets, hospital, laminated plastic 8.8*1.15 = 10.12	L.F.	10.1200	\$565.00	\$5,717.80	RSM20FAC M, L, O&P P
51 12-35-70-13-1650	Casework, base cabinets, hospital, counter top, laminated plastic, incl. 8.87*1.15 = 10.20	L.F.	10.2005	\$110.00	\$1,122.06	RSM20FAC M, L, O&P P
52 12-35-70-13-1650-1800	Casework, base cabinets, hospital, counter top, laminated plastic, for sink cutout, add (Modified using 12-35-70-13-1800) 8.87*1.15 = 10.20	Ea.	10.2005	\$112.00	\$1,142.46	RSM20FAC L, O&P P
53 12-35-70-13-2500	Casework, wall cabinets, laminated plastic 8.8*1.15 = 10.12	L.F.	10.1200	\$415.00	\$4,199.80	RSM20FAC M, L, O&P P
54 12-56-51-10-0100	Library furniture, attendant desk, 36" x 62" x 29" h L shaped Desks 2 = 2.00	Ea.	2.0000	\$2,500.00	\$5,000.00	RSM20FAC M, L, O&P P
<b>12 - Furnishings Total</b>						<b>\$17,182.12</b>

## 13 - Special Construction

55 13-34-19-50-0160	Pre-engineered steel building, clear span rigid frame, 30 psf roof and 20 psf wind load, 20' to 29'W x 14' eave H, incl. 26 ga. colored ribbed roofing & siding, excl. footings, slab, anchor bolts	SF Flr.	816.0000	\$31.00	\$25,296.00	RSM19FAC M, L, E, O&P P
56 13-34-19-50-5550	Pre-engineered steel building accessory items, entrance canopy, 4' x 8', incl. drive way canopy 144/32 = 4.50	Ea.	4.5000	\$1,050.00	\$4,725.00	RSM20FAC M, L, E, O&P P
57 13-34-19-50-6100	Pre-engineered steel building accessory items, framing only, for openings, 10' x	Opng.	2.0000	\$1,150.00	\$2,300.00	RSM19FAC M, L, O&P P
58 13-34-19-50-6200	Pre-engineered steel building accessory items, framing only, for windows below, 4' x 3', (4030)	Opng.	3.0000	\$560.00	\$1,680.00	RSM19FAC M, L, O&P P
59 13-34-19-50-6350	Pre-engineered steel building accessory items, flashings, rake, painted, 26	L.F.	36.0000	\$11.70	\$421.20	RSM19FAC M, L, O&P P
60 13-34-19-50-6450	Pre-engineered steel building accessory items, flashings, ridge, painted, 18" W, 26 ga	L.F.	25.0000	\$13.55	\$338.75	RSM19FAC M, L, O&P P
61 13-34-19-50-6550	Pre-engineered steel building accessory items, gutter, eave type, painted, 26	L.F.	50.0000	\$12.60	\$630.00	RSM19FAC M, L, O&P P
<b>13 - Special Construction Total</b>						<b>\$35,390.95</b>

## Final Estimate

Estimator: Michael Waidley

Combined estimates...

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>22 - Plumbing</b>						
62	22-05-05-10-1320 Fixture, sink, double compartment, selective demolition	Ea.	1.0000	\$114.00	\$114.00	RSM20FAC L, O&P P
63	22-05-05-10-6100 Fixture, plumbing, remove and reset fixtures, difficult access	Ea.	5.0000	\$199.00	\$995.00	RSM20FAC L, O&P P
64	22-11-13-23-1220 Pipe, copper, tubing, solder, 1-1/4" diameter, type K, includes coupling & clevis hanger assembly 10' OC 200 = 200.00	L.F.	200.0000	\$31.00	\$6,200.00	RSM20FAC M, L, O&P P
<b>22 - Plumbing Total</b>					<b>\$7,309.00</b>	
<b>23 - Heating, Ventilating, and Air-Conditioning (HVAC)</b>						
65	23-33-46-10-1940 Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, insulated, P.E. jacket, 1" thick, 6" diameter, pressure to 12"(WG) UL-181	L.F.	200.0000	\$9.35	\$1,870.00	RSM20FAC Grn, M, L, O&P P
66	23-33-46-10-1940-1283 Flexible ducts, 10' to 15' high, add to labor for elevated installation of prefabricated (purchased) ductwork (Modified using 23-33-46-10-1283)	L.F.	200.0000	\$0.35	\$70.00	RSM20FAC L, O&P P
67	23-33-46-10-1940-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using	L.F.	200.0000	\$0.86	\$172.00	RSM20FAC L, O&P P
68	23-37-13-30-0380 Grille, aluminum, air supply, adjustable, single deflection, 24" x 24"	Ea.	10.0000	\$106.00	\$1,060.00	RSM20FAC M, L, O&P P
69	23-37-13-30-1260 Grille, steel, air return, 24" x 24"	Ea.	10.0000	\$124.00	\$1,240.00	RSM20FAC M, L, O&P P
70	23-62-13-10-0300 Condensing unit, air cooled, compressor, 3 ton, includes standard controls	Ea.	1.0000	\$2,500.00	\$2,500.00	RSM20FAC M, L, O&P P
71	23-62-13-10-0300-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using	Ea.	1.0000	\$181.25	\$181.25	RSM20FAC L, O&P P
<b>23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total</b>					<b>\$7,093.25</b>	
<b>26 - Electrical</b>						
72	26-05-19-90-1200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray 50 = 50.00	C.L.F.	50.0000	\$80.00	\$4,000.00	RSM20FAC M, L, O&P P
73	26-05-33-13-5020 Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF 412*1.10 = 453.20	L.F.	453.2000	\$7.00	\$3,172.40	RSM20FAC M, L, O&P P
74	26-05-90-10-2110 Switch devices, residential, single pole, ivory, type NM (Romex) cable, 20', 15 amp, incl box & cover plate	Ea.	6.0000	\$61.00	\$366.00	RSM20FAC M, L, O&P P

## Final Estimate

Estimator: Michael Waidley

Combined estimates...

## 26 - Electrical

Item	Description	UM	Quantity	Unit Cost	Total	Book	
75 26-05-90-10-4030	Receptacle devices, residential, duplex outlet, ivory, EMT & wire, 20', 15 amp, incl box & cover plate	Ea.	22.0000	\$175.00	\$3,850.00	RSM20FAC M, L, O&P	P
76 26-05-90-10-4030-4020	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, office building (Modified using 26-01-02-20-4020)	Ea.	20.0000	\$23.00	\$460.00	RSM20FAC L, O&P	P
77 26-51-13-55-0100	Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections canopy lights	Ea.	2.0000	\$470.00	\$940.00	RSM20FAC Grn, M, L, O&P	P
78 26-51-13-55-1010	Interior LED fixtures, troffer, recess mounted, 4,800 lumens, 2' x 4', replaces three T8 lamp, incl lamps, mounting hardware and connections	Ea.	22.0000	\$315.00	\$6,930.00	RSM20FAC Grn, M, L, O&P	P
79 26-51-13-55-1010-4020	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, office building (Modified using 26-01-02-20-4020)	Ea.	22.0000	\$24.50	\$539.00	RSM20FAC L, O&P	P
80 26-52-13-16-0270	Combination emergency light units and exit sign, ceiling or wall mount	Ea.	2.0000	\$385.00	\$770.00	RSM20FAC M, L, O&P	P
81 26-56-23-10-1278	LED fixture, exterior, wall pack, poly lens, 26 watt, incl lamps	Ea.	1.0000	\$530.00	\$530.00	RSM20FAC M, L, O&P	P
<b>26 - Electrical Total</b>							<b>\$21,557.40</b>

## 31 - Earthwork

82 31-13-13-20-2050	Selective clearing and grubbing, 1-1/2 C.Y. excavator, 8" to 12" diameter, stump removal on site by hydraulic excavator	Ea.	2.0000	\$126.00	\$252.00	RSM19FAC L, E, O&P	P
83 31-13-13-20-2050	Selective clearing and grubbing, 1-1/2 C.Y. excavator, 8" to 12" diameter, stump removal on site by hydraulic excavator	Ea.	4.0000	\$121.00	\$484.00	RSM20FAC L, E, O&P	P
84 31-13-13-20-3100	Selective clearing and grubbing, 8" to 12" diameter, remove selective trees, on site using chain saws and chipper, excludes stumps	Ea.	2.0000	\$435.00	\$870.00	RSM19FAC L, E, O&P	P
85 31-13-13-20-3100	Selective clearing and grubbing, 8" to 12" diameter, remove selective trees, on site using chain saws and chipper, excludes stumps	Ea.	4.0000	\$435.00	\$1,740.00	RSM20FAC L, E, O&P	P
86 31-22-13-20-0130	Rough grading sites, 1,100-3,000 S.F., skid steer & labor	Ea.	1.0000	\$1,275.00	\$1,275.00	RSM19FAC L, E, O&P	P
87 31-22-13-20-0130	Rough grading sites, 1,100-3,000 S.F., skid steer & labor	Ea.	1.0000	\$1,275.00	\$1,275.00	RSM19FAC L, E, O&P	P
88 31-22-16-10-1100	Fine grading, fine grade for slab on grade, machine	S.Y.	222.0000	\$1.87	\$415.14	RSM19FAC L, E, O&P	P
89 31-22-16-10-1100	Fine grading, fine grade for slab on grade, machine	S.Y.	100.0000	\$1.87	\$187.00	RSM19FAC L, E, O&P	P
90 31-22-16-10-1100	Fine grading, fine grade for slab on grade, machine 12807*1.10/9 = 1,565.30	S.Y.	1,565.3000	\$1.87	\$2,927.11	RSM19FAC L, E, O&P	P
91 31-23-23-15-0200	Borrow, material only, dead or bank run sand	Ton	31.2000	\$20.00	\$624.00	RSM18FAC M, O&P	P

## Final Estimate

Estimator: Michael Waidley

Combined estimates...

## 31 - Earthwork

Item	Description	UM	Quantity	Unit Cost	Total	Book
	1.3 per yard 24*1.3 = 31.20					
92 31-23-23-15-0200	Borrow, material only, dead or bank run sand 1.3 per yard 45*1.3 = 58.50	Ton	58.5000	\$20.00	\$1,170.00	RSM18FAC M, O&P P
93 31-23-23-15-0200	Borrow, material only, dead or bank run sand 1.3 per yard 62*1.3 = 80.60	Ton	80.6000	\$20.00	\$1,612.00	RSM18FAC M, O&P P
94 31-23-23-16-0035	Fill by borrow and utility bedding, borrow, select fill for shoulders and embankments, spread fill, with front-end loader 44*1.25 = 55.00	L.C.Y.	55.0000	\$26.00	\$1,430.00	RSM18FAC M, L, E, O&P P
95 31-23-23-16-0035	Fill by borrow and utility bedding, borrow, select fill for shoulders and embankments, spread fill, with front-end loader 62*1.25 = 77.50	L.C.Y.	77.5000	\$26.00	\$2,015.00	RSM18FAC M, L, E, O&P P
96 31-23-23-20-1108	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 20 miles, 50 MPH, excludes loading equipment	L.C.Y.	44.0000	\$8.25	\$363.00	RSM18FAC L, E, O&P P
97 31-23-23-20-1108	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 20 miles, 50 MPH, excludes loading equipment	L.C.Y.	62.0000	\$8.25	\$511.50	RSM18FAC L, E, O&P P
98 31-23-23-23-5620	Compaction, 3 passes, 6" lifts, riding, sheepsfoot or wobbly wheel roller 44*1.4*3 = 184.80	E.C.Y.	184.8000	\$1.37	\$253.18	RSM18FAC L, E, O&P P
99 31-23-23-23-5620	Compaction, 3 passes, 6" lifts, riding, sheepsfoot or wobbly wheel roller 62*1.4*3 = 260.40	E.C.Y.	260.4000	\$1.37	\$356.75	RSM18FAC L, E, O&P P
100 31-63-26-13-0110	Fixed end caisson piles, open style in stable ground, to 50' deep, 18" diameter, 0.065 CY/LF, machine drilled, includes excavation, concrete, 50 lb. reinforcing/C.Y., excludes mobilization, boulder removal, disposal, casings or grout	V.L.F.	50.0000	\$41.50	\$2,075.00	RSM19FAC M, L, E, O&P P
101 31-63-26-13-0110-1020	Fixed end caisson piles, for bell excavation and concrete in stable ground, to 50' deep, 4' bell diameter, 24" shaft, 0.444 C.Y., machine drilled, add (Modified using 31-63-26-13	Ea.	5.0000	\$370.00	\$1,850.00	RSM19FAC M, L, E, O&P P

**31 - Earthwork Total****\$21,685.68**

## 32 - Exterior Improvements

102 32-06-10-10-0400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base 14232*1.10 = 15,655.20	S.F.	15,655.2000	\$6.95	\$108,803.64	RSM18FAC M, L, O&P P
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**Final Estimate**

**Estimator: Michael Waidley**

**Combined estimates...**

**32 - Exterior Improvements**

Item	Description	UM	Quantity	Unit Cost	Total	Book
103 32-16-13-13-0404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes 278*1.10 = 305.80	L.F.	305.8000	\$11.23	\$3,434.13	RSM19FAC M, L, B
104 32-17-23-13-0750	Painted pavement markings, thermoplastic, white or yellow, 12" wide, less than 6, walkway 20*4*1.15 = 92.00	L.F.	92.0000	\$2.15	\$197.80	RSM20FAC M, L, E, O&P
105 32-17-23-14-0830	Pavement markings, parking stall, thermoplastic, white, 4" wide	Stall	34.0000	\$37.50	\$1,275.00	RSM20FAC M, L, E, O&P
106 32-17-23-14-1200	Pavement markings, handicap symbol, painted	Ea.	2.0000	\$65.00	\$130.00	RSM20FAC M, L, O&P

**32 - Exterior Improvements Total**

**\$113,840.57**

**Priced O&P**

107 01-56-26-50-0100	Demo - Temporary fencing, chain link, 6' high, 11 ga Labor Adjustment: 50% of \$3.59 = \$1.80 ----- Using O&P Pricing Bare Costs: (M:\$4.96 L:\$2.25 E: O:300.00 LH:0.053) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$9.05 - \$5.46 - \$0.00 = \$3.59 Labor w/CCI = \$3.59 * 100.000% = \$3.59 400 = 400.00	L.F.	400.0000	\$1.80	\$720.00	CUSTOM L, O&P
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**Priced O&P Total**

**\$720.00**

**Trades**

108 SHEE	Sheet Metal Workers - 2019 RSMeans Facilities Bare Rate 3*8*5 = 120.00	Hour	120.0000	\$60.95	\$7,314.00	Trades L, B
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**Trades Total**

**\$7,314.00**

**Estimate Grand Total**

**291,728.85**



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

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in cursive script, appearing to read "D.C.", is written over the name "Deborah Clark" in the "From:" field.

Date: June 24, 2020

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 30, 2020

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	TRASH COMPACTOR		
CORRECTIONAL FACILITY	EQUIPMENT LIFT		
<i>contact person: Mistey Reeves</i>			
ENGINEERING	BLUE STOOL CHAIR		
ENGINEERING	BEIGE FABRIC OFFICE CHAIR		11398
ENGINEERING	(3) BLACK LEATHER HIGH-BACK CHAIRS		
<i>contact person: Ronney Nedd</i>			
MAINTENANCE - BMT.	HP OFFICE JET 6100 PRINTER		
<i>contact person: Peggy Angell</i>			
MIS	CHALK BOARD		
<i>contact person: Mary Helm</i>			
TAX OFFICE - BMT.	WOODEN CABINET		
<i>contact person: Cheryl Ellis</i>			
VISITOR'S CENTER	HP LASERJET 1320 PRINTER		30438
VISITOR'S CENTER	OLEVIA TV		31368
VISITOR'S CENTER	OLEVIA TV		31384
<i>contact person: LaRue Rougeau</i>			

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



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

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

**ATTACHMENT A**

**IFB 17-016/YS**

**Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County**

			Advantage Interests, Inc.	
Item	Unit	Description	Unit Price	Proposed Price
1	semi-annually	Sprinkler Systems (wet pipe system inspection)	155.00	175.00
2	semi-annually	Sprinkler Systems (dry pipe system inspection)	155.00	175.00
3	semi-annually	Cooking Vent Hood Suppression Systems	105.00	150.00
4	semi-annually	Halon 1301 System	248.00	300.00
5	annually	Fire Pump Systems (fire pump flow test to be performed after hours or weekends only)	546.00	546.00
6	semi-annually	Standpipe Systems	84.00	95.00
Total			1293.00	1441.00

Advantage Interests, Inc.  
 7840 W Little York  
 Houston TX 77040  
 Attn: Beth Finkbeiner  
 BFinkbeiner@advantagefireprotection.com  
 ph: 713-983-7253  
 fx: 713-983-7292

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

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

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 16, 2020 to June 15, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS

*Carolyn L. Guidry*  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

*Jeff Branick*  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Advantage Interests, Inc.

*Joe Sanchez*  
\_\_\_\_\_  
(Name)



June 23, 2020

Jefferson County, Texas  
 Attention: Patrick Swain  
 1149 Pearl Street, 7<sup>th</sup> Floor  
 Beaumont, Texas 77701

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of September 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Jefferson County, Texas' basic financial statements as listed in the table of contents. In addition, if required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), we will audit the Jefferson County, Texas' compliance over major federal and state award programs for the period ended September 30, 2020. Similarly, if required by the *State of Texas Uniform Grant Management Standards*, we will audit the Jefferson County, Texas' compliance over major state award programs for the period ended September 30, 2020.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Jefferson County, Texas' major federal and state award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, certain pension related information and certain post-retirement health care plan information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Schedule of Changes in Net Pension and Other Postemployment Benefits (OPEB) Liability and Related Ratios.
- Schedule of Employer Pension and OPEB Contributions.

#### OFFICE LOCATIONS

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



Supplementary information other than RSI will accompany Jefferson County, Texas' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements and schedules.

### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, the Schedule of Expenditures of Federal and State Awards, the Summary Schedule of Prior Audit Findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*; and the *State of Texas Uniform Grant Management Standards (UGMS)*. Those standards, the *Uniform*

*Guidance*, and *UGMS* require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Jefferson County, Texas' preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Jefferson County, Texas' internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Jefferson County, Texas' basic financial statements. Our report will be addressed to the governing body of the Jefferson County, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Audit of Major Program Compliance**

Our audit of the Jefferson County, Texas' major federal and state award programs compliance will be conducted in accordance with the requirements of the Single Audit Act (as amended), the *Uniform Guidance*, and *UGMS*, and will include tests of accounting records, a determination of major programs in accordance with the *Uniform Guidance* and *UGMS* and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The *Uniform Guidance* and *UGMS* require that we also plan and perform the audit to obtain reasonable assurance about whether the County has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and *UGMS* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the *Uniform Guidance* and *UGMS*.

Also, as required by the *Uniform Guidance* and *UGMS*, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the County's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the County's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and *UGMS*, based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the County as previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the County must make all decisions with regard to those matters.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

### Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and state programs under which they were received, including federal and state awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the *Uniform Guidance* (generally received after December 26, 2014) and *UGMS*;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the *Uniform Guidance* and *UGMS* requirements;
6. For the design, implementation, and maintenance of internal control over federal and state awards;
7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;

15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which the County is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from the County for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal and state awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal and state awards in accordance with the *Uniform Guidance and UGMS*, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal and state awards, (c) to include our report on the schedule of expenditures of federal and state awards in any document that contains the schedule of expenditures of federal and state awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal and state awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal and state awards no later than the date of issuance by you of the schedule and our report thereon.

With respect to any non-attest services we perform, such as preparation of financial statements and related note disclosures and the schedule of expenditures of federal and state awards. We will not assume management responsibilities on behalf of the Jefferson County, Texas. However, we will provide advice and recommendations to assist management of the Jefferson County, Texas in

performing its responsibilities. Jefferson County, Texas' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Engagement Administration, Fees and Timing**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Interim fieldwork	August- September 2020
Mail confirmations	December 2020
Perform year-end audit procedures	January 2021
Issue audit reports	March 2021

Chris Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, L.L.P.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$66,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are

payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, investment information. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the County’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal and state award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

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

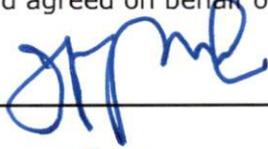


Chris Pruitt, CPA  
Waco, Texas

**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Jefferson County, Texas by:

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

**Title:** \_\_\_\_\_ County Judge

**Date:** \_\_\_\_\_ June 30, 2020



CPAs &amp; Advisors

## SYSTEM REVIEW REPORT

October 21, 2016

To the Partners of  
Pattillo, Brown & Hill, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

*Haddox Reid Eubank Betts PLLC*



Quote Number 00007170  
 Account Name Jefferson County, TX  
 Grand Total \$37,165.00

Item	Description	Unit Price	Quantity	Total Price
Access Code On-Demand	JBC Access Code and ePollBook data integration software	\$10,000.00	1	\$10,000.00
ACOD RS232 Hand Held 2D Image Scanner w/ Power Supply	Scanner for Access Code On-Demand	\$405.00	68	\$27,540.00
License and Support	Annual license and support fee	\$2,000.00	1	\$2,000.00
Subtotal				\$39,540.00
Shipping and Handling (Estimated)				\$125.00
Solution Price				\$39,665.00
Special Discount				(\$2,500.00)
Grand Total				\$37,165.00

Bill To P.O. Box 1151  
 Beaumont, TX 77704

Ship To 7963 Viterbo Rd.  
 Beaumont, TX 77705

Customer Contact

Contact Name Carolyn Guidry

Email guidry@co.jefferson.tx.us  
 Phone (409) 835-8475

General Information

Expiration Date 7/17/2020  
 Payment Terms Net 30

Instructions Please fax with signature to (512) 252-6921 or scan and email to [fliston@hartic.com](mailto:fliston@hartic.com) to order.

Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.  
 Pricing subject to inventory availability at time of quote execution and acceptance.  
 Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Felice Liston

Title Director of Sales

Signature *Felice Liston*

Customer Approval

Name: *Jeff Bronjekal*

Title: *County Judge*

Customer Approval: *[Signature]*

Date: *06/30/2020*

ATTEST:

*Carolyn L. Guidry*  
**Carolyn L. Guidry, County Clerk**



**136<sup>th</sup> District Court**

# Memo

**To:** Fran Lee  
Auditing

**From:** Judge Baylor Wortham, 136<sup>th</sup> District Court

**Date:** June 18, 2020

**Re:** Request for Budget Transfer of Funds  
Account: 120-2035-412

---

Dear Fran:

In order to take care of immediate needs, I would like to transfer funds from other areas. Please transfer the following funds into our Capital – Office Machines account (120-2035-412.60-01):

120-2035-412.20-03	Employees' Insurance	\$2,080.00
	<b>TOTAL</b>	<b>\$2,080.00</b>

These funds will be used for labor costs for a replacement screen (invoice attached).

Should you have any questions, please do not hesitate to contact my office.

*Baylor Wortham*

Sweet Southern Sound LLC  
 PO Box 5854  
 Beaumont, TX 77726 US  
 +1 4092420422

Invoice



**SWEET SOUTHERN SOUND**  
 Professional Sound | Lighting | Video

**BILL TO**  
 136th District Court  
 1085 Pearl Street  
 Beaumont, Texas 77701

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
19104	10/04/2019	\$2,080.00	06/12/2020	Due on receipt	

JOB NAME  
 Video Upgrade

DESCRIPTION	QTY	RATE	AMOUNT
Labor	1	0.00	0.00
Installation of new projector and screen. Setup of ClickShare equipment. (Wall mount projector above existing screen location. Install new screen no further left than existing screen. Run HDMI cable from projector to counter by DVD player.)	16	130.00	2,080.00
<b>BALANCE DUE</b>			<b>\$2,080.00</b>

**Jefferson County  
Precinct #3**

# Memo

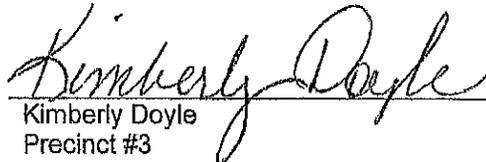
To: Fran Lee - Auditing  
From: Kimberly Doyle  
CC:  
Date: June 22, 2020  
Re: Account's Transfer

Fran please transfer money's from the following accounts,  
\$1400.00 from Account #113-0302-431-5077 Contractual Service  
\$1000.00 from Account #113-0305-431-5077 Contractual Service  
\$850.00 from Account #113-0305-431-3084 Minor Equipment  
and put it into Acct. #113-0308-431-6014 Buildings & Structures

This will cover the cost to Epoxy the floors in the office addition here  
at the service center.

If you have any questions please give me a call (409) 736-2851

Thank You



Kimberly Doyle  
Precinct #3



**Jefferson  
County**

# Memo

TO: FRAN LEE, FIRST ASSISTANT COUNTY AUDITOR  
FROM: MARC DEROUEN, JUSTICE OF THE PEACE PCT. 2  
DATE: JUNUE 17, 2020  
RE: BUDGET TRANSFER FOR 2019-2020

---

I am requesting a budget transfer for a total amount of \$3,000.00 to be split to the following accounts:

**From: Account 120-2043-412.50-62 Travel Expense**

**To: Account 120-2043 412.40-52 Postage \$1,500.00**

**From: Account 120-2043-412.50-62 Travel Expense**

**To: Account 120-2043-412.30-84 Minor Equipment \$1,500.00**  
(Toner & Ink for printer)

Due to Covid-19 we did not have any travel expenses this year but are experiencing and anticipating additional spending in postage and correspondence.

If you have any questions or concerns, please contact me.

Thank You,



Marc DeRouen

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
DYNAMIC POWER SYSTEM, INC.	774.97	472929	
M&D SUPPLY	60.33	472949	
MUNRO'S	31.35	472951	
SMART'S TRUCK & TRAILER, INC.	20.50	472965	
SOUTHEAST TEXAS WATER	17.00	472967	
AT&T	130.32	472970	
VERIZON WIRELESS	75.98	472993	
UNITED STATES POSTAL SERVICE	.50	472996	
ADVANCE AUTO PARTS	88.20	473054	
ASCO	149.00	473056	
			1,348.15**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	431.66	472916	
CITY OF PORT ARTHUR - WATER DEPT.	39.65	472924	
FARM & HOME SUPPLY	243.46	472933	
GREATER PORT ARTHUR	175.00	472937	
GULF COAST AUTOMOTIVE, INC.	6.29	472939	
ENERGY	190.59	472940	
MUNRO'S	38.85	472951	
PHILPOTT MOTORS, INC.	139.11	472957	
S.E. TEXAS BUILDING SERVICE	43.33	472966	
TIME WARNER COMMUNICATIONS	120.46	472972	
TEXAS GAS SERVICE	139.21	473012	
SMITTY'S HAMSHIRE GULF	7.00	473069	
ALL TERRAIN EQUIPMENT CO	384.05	473073	
			1,958.66**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL	44.00	472914	
H.D. INDUSTRIES, INC.	97.84	472941	
MUNRO'S	73.07	472951	
SMART'S TRUCK & TRAILER, INC.	149.55	472965	
UNITED STATES POSTAL SERVICE	20.60	472996	
PETROLEUM SOLUTIONS, INC.	152.50	473020	
MARTIN PRODUCT SALES LLC	3,146.80	473028	
KNIFE RIVER	585.20	473031	
J&E WELDING INC	225.00	473043	
ON TIME TIRE	125.00	473045	
L&W SUPPLY CORPORATION	82.24	473078	
O'REILLY AUTO PARTS	68.52	473080	
THE DIGITAL CONNECTION	9,906.47	473095	
			14,676.79**
ENGINEERING FUND			
RALPH'S INDUSTRIAL ELECTRONICS	15.67	472962	
TRI-CITY COFFEE SERVICE	78.45	472978	
			94.12**
PARKS & RECREATION			
SANITARY SUPPLY, INC.	442.80	472963	
O'REILLY AUTO PARTS	121.80	473080	
			564.60**
GENERAL FUND			
TAX OFFICE			
GREATER PORT ARTHUR	175.00	472938	
OFFICE DEPOT	514.18	472953	
UNITED STATES POSTAL SERVICE	808.66	472996	
			1,497.84*
COUNTY HUMAN RESOURCES			
OFFICE DEPOT	226.72	472953	
UNITED STATES POSTAL SERVICE	8.32	472996	
			235.04*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	1,123.82	472928	
UNITED STATES POSTAL SERVICE	2.60	472996	
			1,126.42*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	20.18	472953	
UNITED STATES POSTAL SERVICE	274.70	472996	
RICOH USA INC	58.29	473053	
COUNTY JUDGE			353.17*
BEAUMONT ENTERPRISE	32.00	472931	
UNITED STATES POSTAL SERVICE	2.10	472996	
ROCKY LAWDERMILK	2,250.00	473008	
HARVEY L WARREN III	1,800.00	473036	
JOSHUA C HEINZ	500.00	473049	
WILLIAM MARCUS WILKERSON	500.00	473052	
JAN GIROUARD & ASSOCIATES LLC	200.00	473066	
RISK MANAGEMENT			5,284.10*
UNITED STATES POSTAL SERVICE	6.39	472996	
COUNTY TREASURER			6.39*
UNITED STATES POSTAL SERVICE	76.22	472996	
PURCHASING DEPARTMENT			76.22*
BEAUMONT ENTERPRISE	535.70	472931	
OFFICE DEPOT	98.18	472953	
PORT ARTHUR NEWS, INC.	765.00	472958	
UNITED STATES POSTAL SERVICE	3.24	472996	
GENERAL SERVICES			1,402.12*
CASH ADVANCE ACCOUNT	50.00	472946	
SPINDLETOP MHMR	34,323.66	472948	
TIME WARNER COMMUNICATIONS	223.30	472974	
ADVANCED STAFFING	97.50	472983	
TOWER COMMUNICATIONS, INC.	2,517.00	472994	
CROWN CASTLE INTERNATIONAL	1,639.00	473015	
SAM'S CLUB DIRECT	66.40	473050	
ALLISON, BASS & MAGEE, LLP	767.50	473087	
DATA PROCESSING			39,684.36*
DELL MARKETING L.P.	1,588.30	472928	
VERIZON WIRELESS	75.98	472993	
TODD L. FREDERICK	326.60	472998	
VOTERS REGISTRATION DEPT			1,990.88*
UNITED STATES POSTAL SERVICE	143.15	472996	
ELECTIONS DEPARTMENT			143.15*
THE EXAMINER	81.00	472932	
OFFICE DEPOT	42.80	472953	
UNITED STATES POSTAL SERVICE	588.90	472996	
US POSTAL SERVICE	4,500.00	473001	
DISTRICT ATTORNEY			5,212.70*
DELL MARKETING L.P.	4,486.75	472928	
KIRKSEY'S SPRINT PRINTING	23.40	472947	
OFFICE DEPOT	581.53	472953	
UNITED STATES POSTAL SERVICE	158.11	472996	
MICHELLE R BRISTER	13.90	473027	
SCANSTAT TECHNOLOGIES	153.26	473038	
DISTRICT CLERK			5,416.95*
SANITARY SUPPLY, INC.	126.26	472963	
UNITED STATES POSTAL SERVICE	290.78	472996	
CRIMINAL DISTRICT COURT			417.04*

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	460.74	472985	
UNITED STATES POSTAL SERVICE	.84	472996	
136TH DISTRICT COURT			461.58*
THOMSON REUTERS-WEST	42.00	473058	
252ND DISTRICT COURT			42.00*
UNITED STATES POSTAL SERVICE	161.87	472996	
279TH DISTRICT COURT			161.87*
DAVID GROVE	100.00	472911	
ANITA F. PROVO	1,925.00	472960	
KIMBERLY PHELAN, P.C.	200.00	473025	
JONATHAN L. STOVALL	200.00	473039	
ALICIA K HALL	300.00	473044	
MATUSKA LAW FIRM	100.00	473061	
317TH DISTRICT COURT			2,825.00*
ANITA F. PROVO	1,050.00	472960	
PATRICIA VELASCO	2,465.42	473064	
JUSTICE COURT-PCT 1 PL 1			3,515.42*
OFFICE DEPOT	351.82	472953	
UNITED STATES POSTAL SERVICE	43.07	472996	
JUSTICE COURT-PCT 2			394.89*
OFFICE DEPOT	151.76	472953	
JUSTICE COURT-PCT 4			151.76*
POSTMASTER	785.00	472959	
DEPARTMENT OF INFORMATION RESOURCES	.07	472988	
JUSTICE COURT-PCT 6			785.07*
UNITED STATES POSTAL SERVICE	13.28	472996	
SIERRA SPRING WATER CO. - BT	28.72	472997	
JUSTICE COURT-PCT 7			42.00*
OFFICE DEPOT	103.58	472953	
AT&T	32.58	472968	
DEPARTMENT OF INFORMATION RESOURCES	.04	472988	
COUNTY COURT AT LAW NO.1			136.20*
STATE BAR OF TEXAS	105.00	472971	
COUNTY COURT AT LAW NO. 2			105.00*
OFFICE DEPOT	487.84	472953	
UNITED STATES POSTAL SERVICE	2.10	472996	
SHI GOVERNMENT SOLUTIONS, INC.	790.74	472999	
LANGSTON ADAMS	300.00	473010	
LAURIE PEROZZO	250.00	473034	
MATUSKA LAW FIRM	300.00	473061	
COUNTY COURT AT LAW NO. 3			2,130.68*
DONALD BOUDREAUX	350.00	472917	
THOMAS J. BURBANK PC	750.00	472918	
OFFICE DEPOT	115.14	472953	
UNITED STATES POSTAL SERVICE	2.93	472996	
BRITTANIE HOLMES	250.00	473051	
THE SAMUEL FIRM, PLLC	500.00	473086	
COURT MASTER			1,968.07*

NAME	AMOUNT	CHECK NO.	TOTAL
KIRKSEY'S SPRINT PRINTING	25.95	472947	
UNITED STATES POSTAL SERVICE	1.00	472996	
BUDDIE J HAHN	626.98	473090	653.93*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	10.06	472996	10.06*
SHERIFF'S DEPARTMENT			
OFFICE DEPOT	603.42	472953	
CDW COMPUTER CENTERS, INC.	1,590.00	472985	
DEPARTMENT OF INFORMATION RESOURCES	537.29	472988	
VERIZON WIRELESS	3,381.11	472992	
UNITED STATES POSTAL SERVICE	894.37	472996	
GALLS LLC	12.75	473063	7,018.94*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	1,675.23	472913	
FISHER SCIENTIFIC	434.70	472935	
CAYMAN CHEMICAL COMPANY	328.00	473037	
DPS REPROGRAPHICS & DISTRIBUTION	195.00	473048	
ANSI-ASQ NAT ACCREDITATION BOARD	2,440.00	473081	
AIRGAS USA, LLC	229.30	473083	5,302.23*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	15,185.09	472923	
DEPARTMENT OF INFORMATION RESOURCES	.67	472988	
SHI GOVERNMENT SOLUTIONS, INC.	1,054.32	472999	
WORLD FUEL SERVICES	324.60	473035	16,564.68*
JUVENILE PROBATION DEPT.			
FED EX	66.09	472934	
VERIZON WIRELESS	52.05	472993	
UNITED STATES POSTAL SERVICE	23.05	472996	141.19*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,823.64	472923	
SANITARY SUPPLY, INC.	440.40	472963	
LATRICIA COLEMAN	42.02	473009	
CHARMTEX INC.	4,422.50	473014	
FLOWERS FOODS	58.66	473016	
BEN E KEITH FOODS	197.75	473018	
BIG THICKET PLUMBING INC	150.00	473076	
STERICYCLE, INC	35.00	473079	8,169.97*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	472993	
UNITED STATES POSTAL SERVICE	42.68	472996	
JEVONNE POLLARD	689.73	473085	960.35*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	472993	113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	472993	113.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	472993	
UNITED STATES POSTAL SERVICE	8.11	472996	122.08*
CONSTABLE PCT. 7			
AT&T	32.58	472968	
VERIZON WIRELESS	113.97	472993	

NAME	AMOUNT	CHECK NO.	TOTAL	
US POSTAL SERVICE	265.00	473002	411.55*	
CONSTABLE PCT. 8				
VERIZON WIRELESS	113.97	472993	113.97*	
AGRICULTURE EXTENSION SVC				
OFFICE DEPOT	64.12	472953	429.12*	
TEXAS AGRILIFE EXTENSION SERVICES	365.00	472977		
HEALTH AND WELFARE NO. 1				
CALVARY MORTUARY	1,500.00	472920	4,989.58*	
PETTY CASH - N C WELFARE	121.00	472956		
AUSTIN CECIL WALKES MD PA	3,245.08	472981		
MCKESSON MEDICAL-SURGICAL INC	13.88	472987		
UNITED STATES POSTAL SERVICE	79.62	472996		
CARAHSOFT TECHNOLOGY CORPORATION	10.00	473093		
KAYLEE BENNETT	20.00	473094		
HEALTH AND WELFARE NO. 2				
CLAYBAR FUNERAL HOME, INC.	1,040.00	472925		
PETTY CASH - N C WELFARE	131.00	472955		
AT&T	32.58	472968	4,483.66*	
AUSTIN CECIL WALKES MD PA	3,245.08	472981		
STERICYCLE, INC	35.00	473079		
NURSE PRACTITIONER				
GEORGE V. ZUZUKIN, M.D.	1,000.00	472912	1,000.00*	
CHILD WELFARE UNIT				
J.C. PENNEY'S	1,919.38	473004	6,066.04*	
ROSS DRESS FOR LESS, INC.	4,146.66	473029		
MAINTENANCE-BEAUMONT				
ACTION OIL SERVICE, INC.	78.75	472908	34,863.78*	
CITY OF BEAUMONT - WATER DEPT.	12,417.78	472923		
COBURN SUPPLY COMPANY INC	436.22	472926		
CONSOLIDATED ELECTRICAL DIST INC.	551.84	472927		
W.W. GRAINGER, INC.	169.79	472936		
ENTERGY	4,961.66	472940		
M&D SUPPLY	40.44	472949		
SANITARY SUPPLY, INC.	664.20	472963		
ACE IMAGEWEAR	213.94	472964		
AT&T	325.16	472968		
AT&T	12,201.96	472969		
WORTH HYDROCHEM	265.00	472982		
DEPARTMENT OF INFORMATION RESOURCES	686.58	472988		
BK INDUSTRIAL SOLUTIONS LLC	60.73	473062		
REXEL USA INC	660.26	473075		
ZENO IMAGING	789.22	473089		
WES VICE HARDWOODS & SUPPLY INC	340.25	473098		
MAINTENANCE-PORT ARTHUR				
SPIDLE & SPIDLE	221.95	472910		9,325.41*
S.E. TEXAS BUILDING SERVICE	8,184.00	472966		
AT&T	61.92	472968		
TIME WARNER COMMUNICATIONS	98.63	472973		
TIME WARNER COMMUNICATIONS	433.64	472976		
DEPARTMENT OF INFORMATION RESOURCES	.02	472988		
RAYON LOCKSMITH	325.25	473071		
SERVICE CENTER				
SPIDLE & SPIDLE	204.25	472910		
CHUCK'S WRECKER SERVICE	125.00	472922		
ENERGY COUNTRY	410.02	472930		

NAME	AMOUNT	CHECK NO.	TOTAL
J.K. CHEVROLET CO.	485.89	472943	
RALPH'S INDUSTRIAL ELECTRONICS	195.50	472962	
JEFFERSON CTY. TAX OFFICE	7.50	472989	
JEFFERSON CTY. TAX OFFICE	7.50	472990	
JEFFERSON CTY. TAX OFFICE	7.50	472991	
BUMPER TO BUMPER	1,038.07	473021	
AMERICAN TIRE DISTRIBUTORS	414.80	473032	
MIGHTY OF SOUTHEAST TEXAS	261.72	473041	
DENNIS LOWE	349.94	473068	
MIDNIGHT AUTO	89.95	473070	
DELTA FOREMOST CHEMICAL CORPORATION	479.59	473101	4,077.23*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.00	472996	2.00*
MOSQUITO CONTROL FUND			180,499.63**
CERTIFIED LABORATORIES	282.90	472921	
JACK BROOKS REGIONAL AIRPORT	253.81	472945	
M&D SUPPLY	.46	472949	
MUNRO'S	80.79	472951	
UNITED PARCEL SERVICE	24.92	472979	
LJA ENGINEERING INC	381.00	473046	
O'REILLY AUTO PARTS	24.35	473080	1,048.23**
FEMA EMERGENCY			
AT&T	69.22	472915	
MCCOWN PAINT & SUPPLY OF TEXAS	1,196.00	472950	
OFFICE DEPOT	142.57	472954	
ROMERO GLASS CO.	630.00	472961	
SILSBEE FORD INC	22,889.22	473059	
GOPHER INDUSTRIAL INC	19,909.25	473097	
KARA PENT	127.50	473099	
JORDYN ROBERTS	210.00	473100	
TAMMY LYN SAIN	142.50	473103	45,316.26**
LATERAL ROADS- PRECINCT 4			
MARTIN PRODUCT SALES LLC	7,223.20	473028	7,223.20**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	40.00	473064	
DEANN WILLS	20.00	473092	60.00**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	1,232.69	473007	1,232.69**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	69.53	472993	69.53**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIERS OFFICE	100.00	472919	
TIME WARNER COMMUNICATIONS	146.72	472975	
DEPARTMENT OF INFORMATION RESOURCES	.45	472988	
VERIZON WIRELESS	42.08	472993	
UNITED STATES POSTAL SERVICE	180.25	472996	
SAM'S CLUB DIRECT	40.00	473050	509.50**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	1,837.76	472940	
ISI COMMERCIAL REFRIGERATION	105.00	472942	
M&D SUPPLY	48.40	472949	
OFFICE DEPOT	75.34	472953	
BURT WALKER PARTNERS, LTD	4,500.00	472980	
DEPARTMENT OF INFORMATION RESOURCES	.04	472988	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	15.78	472993	
BEN E KEITH FOODS	926.84	473017	
MATERA PAPER COMPANY INC	860.76	473057	
PEARSON INC	230.56	473077	
			8,600.48**
COMMUNITY CORRECTIONS PRG			
TDCJ - CASHIERS OFFICE	100.00	472919	
			100.00**
LAW OFFICER TRAINING GRT			
ABSOLUTE INSULATION	593.00	473040	
S H ABSOLUTE CONSTRUCTION LLC	2,520.00	473055	
VAUGHN CONCRETE PRODUCTS INC	2,631.00	473096	
			5,744.00**
DRUG INTERVENTION COURT			
STERICYCLE, INC	35.00	473079	
			35.00**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	10,892.86	472985	
SHI GOVERNMENT SOLUTIONS, INC.	16,124.22	472999	
			27,017.08**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	472993	
			227.94**
HOTEL OCCUPANCY TAX FUND			
N&T CONSTRUCTION COMPANY, INC.	15,161.55	472909	
ENTERGY	2,345.81	472940	
MUNRO'S	91.76	472951	
MUSEUM OF THE GULF COAST	8,500.00	472986	
DEPARTMENT OF INFORMATION RESOURCES	3.07	472988	
ART MUSEUM OF SOUTHEAST TEXAS	4,823.00	473000	
SOUTHEAST TEXAS BASEBALL/ACADEMY	9,985.00	473005	
SOUTHEAST TEXAS ARTS COUNCIL	5,000.00	473011	
MARDI GRAS OF SOUTHEAST TEXAS	13,500.00	473013	
SPINDLETOP-GLADYS CITY BOOMTOWN	2,752.52	473019	
LA RUE ROUGEAU	32.12	473030	
GATOR COUNTRY LLC	2,000.00	473033	
PORT ARTHUR CONVENTION & TOURIST	61,265.00	473042	
BEAUMONT COUNCIL OF GARDEN CLUBS	879.00	473065	
CINTAS CORPORATION	55.24	473067	
GOLDEN TRIANGLE SPORTS ACADEMY	500.00	473072	
CRIME STOPPERS OF SOUTHEAST TEXAS	1,822.50	473082	
THE TEXAS LYCEUM ASSOCIATION, INC	2,000.00	473102	
			130,716.57**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	1,525.08	473046	
			1,525.08**
COASTAL RESTORATION PRJCT			
MK CONSTRUCTORS	798,006.82	473047	
			798,006.82**
AIRPORT FUND			
DYNAMIC POWER SYSTEM, INC.	262.67	472929	
JACKSON-HIRSH, INC.	55.33	472944	
MUNRO'S	81.65	472951	
DEPARTMENT OF INFORMATION RESOURCES	.11	472988	
VERIZON WIRELESS	37.99	472993	
UNITED STATES POSTAL SERVICE	.50	472996	
WESTEND HARDWARE CO	75.12	473003	
LOWE'S HOME CENTERS, INC.	386.31	473006	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	236.59	473060	
TITAN AVIATION FUELS	20,965.53	473084	
CY-FAIR TIRE	460.00	473088	
			22,561.80**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES TREASURY	6,106.16	472984	
HOLMES MURPHY	13,750.00	473023	
STANDARD INSURANCE COMPANY	15,652.70	473024	
RELIANCE STANDARD LIFE INSURANCE	6,074.92	473026	
EXPRESS SCRIPTS INC	84,558.03	473074	
UNITED HEALTHCARE SERVICES INC	114,250.57	473091	
			240,392.38**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	4,904.44	473022	
			4,904.44**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	15,094.00	472886	
CLEAT	306.00	472887	
JEFFERSON CTY. TREASURER	15,617.92	472888	
RON STADTMUELLER - CHAPTER 13	339.81	472889	
INTERNAL REVENUE SERVICE	208.00	472890	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,400.00	472891	
JEFFERSON CTY. COMMUNITY SUP.	8,861.60	472892	
JEFFERSON CTY. TREASURER - HEALTH	552,341.46	472893	
JEFFERSON CTY. TREASURER - GENERAL	10.00	472894	
JEFFERSON CTY. TREASURER - PAYROLL	1,776,931.22	472895	
JEFFERSON CTY. TREASURER - PAYROLL	635,819.10	472896	
MONY LIFE INSURANCE OF AMERICA	87.12	472897	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,975.01	472898	
JEFFERSON CTY. TREASURER - TCDRS	728,448.62	472899	
JEFFERSON COUNTY TREASURER	2,819.10	472900	
JEFFERSON COUNTY - TREASURER -	7,415.61	472901	
NECHES FEDERAL CREDIT UNION	39,003.21	472902	
JEFFERSON COUNTY - NATIONWIDE	95,837.89	472903	
JOHN TALTON	715.38	472904	
BELINDA M ZURITA	230.77	472905	
INVESCO INVESTMENT SERVICES, INC	1,444.99	472906	
TRELLIS COMPANY	275.40	472907	
			3,888,182.21**
J C ASSISTANCE DISTRICT 4			
M&D SUPPLY	14.92	472949	
			14.92**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.93	472993	
			265.93**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	52.65	472945	
OFFICE DEPOT	19.44	472953	
VERIZON WIRELESS	341.91	472992	
GALLS LLC	2,004.00	473063	
			2,418.00**
			5,385,314.01***



# 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 30<sup>th</sup> day of June, 2020, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, 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 30<sup>th</sup> day of June, 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

**AGENDA ITEM****June 30, 2020**

CONSIDER AND APPROVE A RESOLUTION AUTHORIZING THE SUBMISSION OF THE LABOR STANDARDS OFFICER FORM AND DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM AUTHORIZING JUDGE BRANICK TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE GENERAL LAND OFFICE DISASTER RECOVERY HURRICANE HARVEY INFRASTRUCTURE AND LOCAL BUYOUT/ACQUISITION PROGRAMS.



# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30th day of June, 2020, on a motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**A RESOLUTION OF THE JEFFERSON COUNTY, AUTHORIZING THE SUBMISSION OF THE LABOR STANDARDS OFFICER FORM AND DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM AUTHORIZING JUDGE BRANICK TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE GENERAL LAND OFFICE DISASTER RECOVERY HURRICANE HARVEY INFRASTRUCTURE AND LOCAL BUYOUT/ACQUISITION PROGRAMS.**

WHEREAS, Jefferson County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

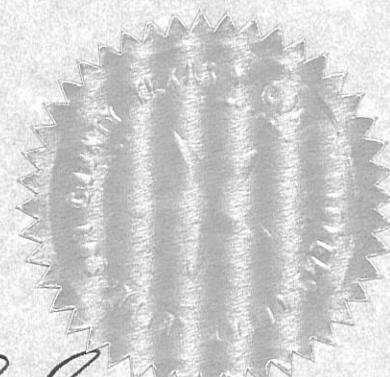
WHEREAS, it is necessary and in the best interests of Jefferson County to accept funding under the Hurricane Harvey Infrastructure and Local Buyout/Acquisition Programs;

**NOW, THEREFORE, BE IT RESOLVED BY JEFFERSON COUNTY, TEXAS:**

1. That a Labor Standards Officer Form and Depository/Authorized Signatories Designation Form is hereby authorized to be filed on behalf of the County with the General Land Office.
2. That the Commissioners Court directs and designates Judge Branick as the County's Authorized Representative to act in all matters in connection with these forms and the County's participation in the Hurricane Harvey Infrastructure and Local Buyout/Acquisition Programs.

SIGNED this 30th day of June 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

**A701**

### Appointment of Labor Standards Officer

Grant Recipient: Jefferson County

Contract No: 20-066-036-C242

I, Jeff Branick hereby appoint GMJ & Associates Inc. (Vivian Ballou)  
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the Texas Community Development Block Grant Program Project Implementation Manual.**

Appointed Labor Standards Officer: Vivian L. Ballou  
(Print Name)

Address: 2901 Turtle Creek Suite 445

City: Port Arthur State: TX Zip: 77642

Telephone Number: (409) 722 - 5100 Fax Number: (409) 722-5101

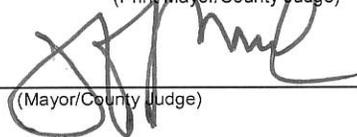
I acknowledge the appointment and duties of Labor Standards Officer.

Signature: \_\_\_\_\_  
(Labor Standards Officer)

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

Appointed by: Jeff Branick  
(Print Mayor/County Judge)

Title: County Judge

Signature:   
(Mayor/County Judge)

Date: 7-2-2020

**A701****Appointment of Labor Standards Officer**Grant Recipient: Jefferson CountyContract No: 20-065-121-C408I, Jeff Branick hereby appoint GMJ & Associates Inc. (Vivian Ballou)  
(Print Mayor/County Judge) (Print Name)

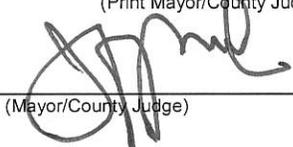
as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the Texas Community Development Block Grant Program Project Implementation Manual**.

Appointed Labor Standards Officer: Vivian L. Ballou  
(Print Name)Address: 2901 Turtle Creek Suite 445City: Port Arthur State: TX Zip: 77642Telephone Number: ( 409 ) 722 - 5100 Fax Number: ( 409 ) 722-5101

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: \_\_\_\_\_  
(Labor Standards Officer)

Date \_\_\_\_\_

Appointed by: Jeff Branick  
(Print Mayor/County Judge)Title: County JudgeSignature:   
(Mayor/County Judge)Date: 7/2/20



**COMMUNITY DEVELOPMENT & REVITALIZATION**  
**The Texas General Land Office**  
*Depository/Authorized Signatories Designation Form*

Subrecipient:	Jefferson County, Texas	Contract Number:	20-065-121-C408, 20-066-036-0040
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Patrick Swain	Fran Lee
<i>Patrick Swain</i>	<i>Fran Lee</i>
Name	Name
County Auditor	1st Assistant County Auditor
Title	Title

Subrecipient:		Contract Number:	
---------------	--	------------------	--

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Rhonda Brode	Rebekah Patin
Name	Name
Internal Audit Manager	Grant Accounting Manager
Title	Title
<i>Rhonda Brode</i>	<i>Rebekah Patin</i>
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Well Fargo	
Name of Lending Institution	
4175 Phelan	
Address	
Beaumont, TX. 77707	
City, State, Zip Code	
Fund Account Number:	7783975381

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Patrick Swain	Charlie Hallmark
Name	Name
County Auditor	County Treasurer
Title	Title
<i>Patrick Swain</i>	<i>Charlie Hallmark</i>
Signature	Signature



**COMMUNITY DEVELOPMENT & REVITALIZATION**  
**The Texas General Land Office**  
*Depository/Authorized Signatories Designation Form*

Fran Lee	Rhonda Brode
----------	--------------

Name

Name

1st Assistant County Auditor	Internal Audit Manager
------------------------------	------------------------

Title

Title

*Fran M Lee*

*Rhonda Brode*

Signature

Signature

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW  
BBVA COMPASS BANK BUILDING  
3535 CALDER AVENUE, SUITE 300  
BEAUMONT, TEXAS 77706  
TELEPHONE: (409) 833-9182  
TELEFAX: (409) 833-8819

Hubert Oxford, IV

hoxfordiv@benoxford.com

June 23, 2020

**Via Email:**

The Honorable Judge Branick  
County Judge, Jefferson County, Texas  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

Beaumont, Texas

Re: Jefferson County Emergency Services District No. 1  
2018-2019 Compiled Financial Statement

Dear Judge,

As you may recall, on May 14, 2020, the Jefferson County Emergency Services District No. 1 ("District") wrote and requested an extension of thirty (30) days from June 1, 2020 to file its mandated 2018-2019 Compiled Financial Report with the Jefferson County Commissioners Court. This request was considered and granted during the May 19, 2020 Commissioners Court meeting. Thank you.

Please recall, in 2017 and 2018, the District received revenues more than \$250,000.00. Therefore, the District was required to receive a complete audit. However, in 2018-2019, the District's revenues were less than \$250,000.00 and the statute provides that the District may prepare and file a Compiled Financial Statement. *See* Tex. Health & Safety Code Sec. 775.0821.

Subsequently, at the District's Regular Meeting held on June 22, 2020, the District's Commissioners received and accepted the enclosed 2018-2019 Compiled Financial prepared by Mr. David Sticker, CPA. In addition, the District's Treasurer, Mark Zambardino was authorized to execute the attached affidavit in support of the Compiled Financial Statement.

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick  
June 23, 2020  
Page - 2 -

Therefore, on behalf of the Jefferson County Emergency Services District No. 1 Commissioners, we respectfully request that the Jefferson County Commissioners Court accept the enclosed Compiled Financial Statement and affidavit in support of the Financial Statement in satisfaction of the District's duties set forth in Section 775.082 of the Texas Health and Safety Code. Once you have had a chance to review, please do not hesitate to contact me if you have any questions.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By: 

Hubert Oxford, IV

Enclosure

cc:

Honorable Eddie Arnot	eddiarnold@co.jefferson.tx.us
Mr. Patrick Swain	pswain@co.jefferson.tx.us
Mr. Fred Jackson	fjackson@co.jefferson.tx.us;
Mr. John Johnson	jles53@gmail.com
Mr. David Sticker	davidbsticker@gmail.com

**COMPILED FINANCIAL STATEMENTS  
OF  
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

**FOR FISCAL YEAR COMMENCING OCTOBER 1, 2018  
THROUGH SEPTEMBER 31, 2019**

**TO**

**COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS**

STATE OF TEXAS                   §  
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   §  
   §  
 COUNTY OF JEFFERSON       §

**AFFIDAVIT IN SUPPORT OF COMPILED  
 FINANCIAL STATEMENTS OF  
 JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

BEFORE ME, the undersigned Notary Public, on this 22<sup>nd</sup> day of July, 2020, personally appeared Sue Haver, who, by me being sworn, on his oath says:

"I am Mark Zambardino. I am over the age of eighteen (18) and am competent to be a witness in this matter. I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement I may be held criminally responsible.

I reside at 12630 Gentry Road Beaumont, TX 77713 which address is within the boundaries of Jefferson County Emergency Services District No. 1 ("District"). I am Treasurer of the Board of Commissioners of said District and familiar with the records of said District, having served as its Treasurer throughout the fiscal year beginning October 1, 2018, through September 30, 2019.

Pursuant to Section 775.0821 of the Texas Health and Safety Code, the District satisfies all the requirements to file a Compiled Financial Statement with the Jefferson County Commissioners Court for the fiscal year 2018-2019 in lieu of a complete audit since the District did not:

- (1) have any outstanding bonds secured by ad valorem taxes or any outstanding liabilities secured by ad valorem taxes having a term of more than one year during the previous fiscal year;
- (2) did not receive more than a total of \$250,000 in gross receipts from operations, loans, taxes, or contributions during the previous fiscal year; and
- (3) did not have a total of more than \$250,000 in cash and temporary investments during the previous fiscal year.

Therefore, attached to this affidavit is a Compiled Financial Statement prepared by Mr. David Sticker, CPA. To prepare the Statement, Mr. Sticker was provided with a complete set of minutes of the Board of Commissioners for the 2018-2019 fiscal year and the preceding year along with the financial reports and bank statements for 2017-2018 and 2018-2019 as well as a copy of

the 2017-2018 Audit prepared by J.R. Edwards and Associates that was submitted to the County Commissioners on June 27, 2019.

I hereby certify the accuracy and authenticity of attached document. Upon oath, I swear Jefferson County Emergency Services District No. 1 satisfies all the foregoing requirements set forth in Section 775.0821 of the Texas Health and Safety Code."

Signed this day 22<sup>nd</sup> of July, 2020



Signature of Affiant

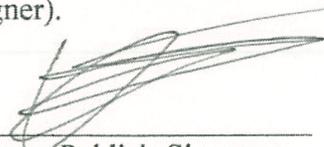
Mark Zambardino  
Affiant

STATE OF TEXAS

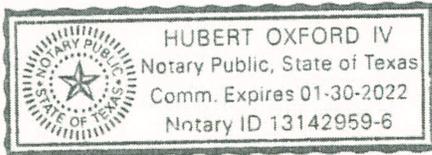
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COUNTY OF JEFFERSON

Sworn to and subscribed before me on the 22<sup>nd</sup> day of July, 2020, by Hubert Oxford IV (name of signer).



Notary Public's Signature



**COMPILED FINANCIAL STATEMENTS  
OF  
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

**FOR FISCAL YEAR COMMENCING OCTOBER 1, 2018  
THROUGH SEPTEMBER 31, 2019**

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**TO**

**COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS**

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STATE OF TEXAS

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COUNTY OF JEFFERSON

**AFFIDAVIT IN SUPPORT OF COMPILED  
FINANCIAL STATEMENTS OF  
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

BEFORE ME, the undersigned Notary Public, on this 22<sup>nd</sup> day of July, 2020, personally appeared Sue Haver, who, by me being sworn, on his oath says:

"I am Mark Zambardino. I am over the age of eighteen (18) and am competent to be a witness in this matter. I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement I may be held criminally responsible.

I reside at 12630 Gentry Road Beaumont, TX 77713 which address is within the boundaries of Jefferson County Emergency Services District No. 1 ("District"). I am Treasurer of the Board of Commissioners of said District and familiar with the records of said District, having served as its Treasurer throughout the fiscal year beginning October 1, 2018, through September 30, 2019.

Pursuant to Section 775.0821 of the Texas Health and Safety Code, the District satisfies all the requirements to file a Compiled Financial Statement with the Jefferson County Commissioners Court for the fiscal year 2018-2019 in lieu of a complete audit since the District did not:

- (1) have any outstanding bonds secured by ad valorem taxes or any outstanding liabilities secured by ad valorem taxes having a term of more than one year during the previous fiscal year;
- (2) did not receive more than a total of \$250,000 in gross receipts from operations, loans, taxes, or contributions during the previous fiscal year; and
- (3) did not have a total of more than \$250,000 in cash and temporary investments during the previous fiscal year.

Therefore, attached to this affidavit is a Compiled Financial Statement prepared by Mr. David Sticker, CPA. To prepare the Statement, Mr. Sticker was provided with a complete set of minutes of the Board of Commissioners for the 2018-2019 fiscal year and the preceding year along with the financial reports and bank statements for 2017-2018 and 2018-2019 as well as a copy of

the 2017-2018 Audit prepared by J.R. Edwards and Associates that was submitted to the County Commissioners on June 27, 2019.

I hereby certify the accuracy and authenticity of attached document. Upon oath, I swear Jefferson County Emergency Services District No. 1 satisfies all the foregoing requirements set forth in Section 775.0821 of the Texas Health and Safety Code."

Signed this day 22<sup>nd</sup> of July, 2020

\_\_\_\_\_  
Signature of Affiant

Mark Zambardino  
Affiant

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF JEFFERSON   §

Sworn to and subscribed before me on the \_\_\_\_\_ day of July, 2020, by \_\_\_\_\_ (name of signer).

\_\_\_\_\_  
Notary Public's Signature

**Jefferson County  
Emergency Services District No. 1  
Annual Financial Report  
For the Year Ended  
September 30, 2019**

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# Jefferson County Emergency Services District No. 1

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**David B. Sticker & Company, P.C.**  
**Certified Public Accountants**  
**2180 Eastex Freeway**  
**Beaumont, Texas 77703**  
**(409) 899-3000**

**Accountant's Report**

The Board of Commissioners  
Jefferson county Emergency Services District No. 1  
Jefferson County, Texas

I have compiled the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Jefferson County ESD No. 1 (the "District") As of and for the year ended September 30, 2019, which collectively comprise the District's basic financial statements as listed in the table of contents. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the District is responsible for the preparation and for the fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that a Budgetary Comparison Schedule be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting

Standards Board who considers it to be an essential part of the financial reporting and for placing the basic financial statements in an appropriate operational ,economic, or historical context. Such information has been compiled by me without audit or review and accordingly, do not express an opinion or provide any form of assurance on it.

*David B. Sticker & Company, P.C.*

*Beaumont, Texas*

*June 20, 2020*

**Jefferson County**  
**Emergency Services District No. 1**  
**STATEMENT OF NET POSITION**  
**September 30, 2019**

<u>ASSETS</u>	<u>Governmental Activities</u>
Cash	\$ 271,021
Taxes Receivable	13,583
Capital Assets:	
Buildings, Property, and Equipment, net	169,945
Taxes Receivable	
<b>Total Assets</b>	<b>\$ 454,549</b>
<b><u>LIABILITIES AND NET ASSETS:</u></b>	
<b><u>LIABILITIES</u></b>	
<b>Current:</b>	
Accounts Payable	6,032
<b>Non-Curent:</b>	
Note Payable - Due within one year	23,699
Note Payable - Due in more than one year	25,263
<b>Total Liabilities</b>	<b>54,994</b>
<b><u>NET POSITION</u></b>	
Net investment in capital assets	120,983
Unrestricted	278,572
<b>Total Net Position</b>	<b>\$ 399,555</b>

See Accompanying Accountant's Report

**Jefferson County**  
**Emergency Services District No.1**  
**STATEMENT OF ACTIVITIES**  
**FOR YEAR ENDED SEPTEMBER 30, 2019**

	Program Revenues			Net (Expense) Revenue and Changes in Net Assets
Expenses	Charges for Services	Operating Grants and Contributions	Governmental Activities	
<b>Primary Government</b>				
GOVERNMENTAL ACTIVITIES:				
General government	\$ 41,878	-	-	\$ (41,878)
Fire and Emergency Services	173,745	-	-	(173,745)
Total Governmental Activities	<b>\$215,623</b>	-	-	<b>\$ (215,623)</b>
				166,868
				-
				19,193
				186,061
				(29,562)
				429,117
				\$ 399,555

See Accompanying Accountant's Report

**Jefferson County**  
**Emergency Services District No. 1**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**September 30, 2019**

	<u>Total Governmental Funds</u>
<b><u>ASSETS</u></b>	
Cash	\$ 271,021
Taxes Receivable	13,583
<b>TOTAL ASSETS</b>	<b><u>284,604</u></b>
<b><u>LIABILITIES AND FUND BALANCES:</u></b>	
<b><u>LIABILITIES:</u></b>	
Accounts Payable	<u>6,032</u>
<b>TOTAL LIABILITIES</b>	<b><u>6,032</u></b>
<b><u>DEFERRED INFLOWS OF RESOURCES:</u></b>	
Unavailable revenue - Property Tax	<u>5,727</u>
<b>DEFERRED INFLOWS OF RESOURCES:</b>	<b><u>5,727</u></b>
<b><u>FUND BALANCES:</u></b>	
Unassigned Fund Balance	<u>272,845</u>
<b>TOTAL FUND BALANCES</b>	<b><u>272,845</u></b>
<b><u>TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES</u></b>	<b><u>\$ 284,604</u></b>

See Accompanying Accountant's Report

Emergency Services District No.1

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2019

Governmental fund balances as reported on the balance sheet for governmental funds.	\$ 272,845
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	169,945
Long-term liabilities, including bonds payable, are not due and payable in the current period, and, therefore, are not reported in the funds.	(48,962)
Recognition of deferred revenue as revenue increases net position.	<u>5,727</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u><u>\$ 399,555</u></u>

See Accompanying Accountant's Report

**Jefferson County**  
**Emergency Services District No.1**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**FOR YEAR ENDED SEPTEMBER 30, 2019**

	<u>Total Governmental Funds General Fund</u>
<b><u>REVENUES</u></b>	
Property taxes, penalties and interest	\$ 171,155
Contributions and grants	
Other miscellaneous	19,193
Total Revenue	<u>\$ 190,348</u>
<b><u>EXPENDITURES:</u></b>	
General government	41,878
Fire and Emergency Services	136,558
Total Expenditures	<u>178,436</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>	
Principal Payments on loan	(22,625)
Total other financing sources and uses.	<u>(22,625)</u>
<b><u>NET CHANGE IN FUND BALANCES</u></b>	<b>(10,713)</b>
<b><u>FUND BALANCES - BEGINNING</u></b>	<u>283,558</u>
<b><u>FUND BALANCES - ENDING</u></b>	<u>\$ 272,845</u>

See Accompanying Accountant's Report

**Jefferson County**  
**Emergency Services District No.1**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND  
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF  
ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2019**

Net change in fund balances - total governmental funds	\$ (10,713)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives and reported as depreciation expense. This the amount by which capital outlays exceeded depreciation in the current period.	(37,187)
The issuance of long-term debt provides current financial resources to governmental funds while the repayment of the long term debt consumes the current financial resources of governmental funds. Neither transaction however, has any effect on net position.	22,625
Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue, adjusting current year revenue to show the revenue from the current year's levy. The net effect of these reclassifications and recognition is to increase net assets.	<u>(4,287)</u>
Changes in net position of governmental activities.	<u><u>\$ (29,562)</u></u>

See Accompanying Accountant's Report

**Jefferson County**  
**Emergency Services District No.1**  
**BUDGETARY COMPARISON SCHEDULE**  
**FOR YEAR ENDED SEPTEMBER 30, 2019**

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
<b>Revenues</b>				
Property Taxes	\$ 163,480	\$ 165,500	\$ 171,155	\$ 5,655
Interest Income	4,481	61	86	\$ 25
Other Revenue	10,000	17,871	19,107	\$ 1,236
<b>Total Revenue</b>	<b>177,961</b>	<b>183,432</b>	<b>190,348</b>	<b>6,916</b>
<b>Expenditures</b>				
<b>Administrative Expenses:</b>				
Administrative Insurance	7,500	5,763	-	5,763
Firefighter Coordinator	2,100	3,300	3,900	(600)
Legal	6,000	9,000	9,486	(486)
Tax Collection Fees	1,000	1,000	941	59
Office Operations	1,800	3,000	2,736	264
Appraisal Fees	1,600	1,700	1,610	90
Accounting Expense	2,150	2,150	2,275	(125)
Audit Expense	6,000	7,750	7,750	-
Certification, Travel, Education	2,500	-	-	-
Administrative Staff	12,000	12,000	13,000	(1,000)
Other Administrative Costs	8,731	5,633	180	5,453
<b>Total Administrative</b>	<b>51,381</b>	<b>51,296</b>	<b>41,878</b>	<b>9,418</b>
<b>Operations Expenses:</b>				
Interest Payment on Loan	3,380	3,380	3,380	-
Vehicle, A&S and Contents Insurance	12,000	12,500	17,924	(5,424)
Workmen's Comp. Insurance	2,000	3,424	3,424	-
Vehicle Repairs and Recertification	6,000	12,500	12,442	58
Equipment Maintenance and Repair	1,500	10,000	8,466	1,534
Fuel	4,200	2,200	3,153	(953)
Bunker Gear Purchase	1,200	18,608	21,740	(3,132)
Radio & Pager Maintenance/Purch	3,600	2,415	33	2,382
Uniform Maintenance/Purchase	1,200	100	142	(42)
Telephone/Fax/Security	1,400	1,442	1,650	(208)
Fire Alarm Service	650	650	444	206
Member Fuel Reimbursement	1,400	-	-	-
Fire Training	1,500	100	-	100
Medical Training	2,000	1,000	720	280
Medical Supplies/Oxygen	1,500	766	1,660	(894)
Organization Dues	1,150	1,150	540	610
Utilities	3,750	3,000	3,248	(248)

**Jefferson County**  
**Emergency Services District No.1**  
**BUDGETARY COMPARISON SCHEDULE**  
**FOR YEAR ENDED SEPTEMBER 30, 2019**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
Internet/TV	1,650	1,650	1,806	(156)
Accounting	2,500	2,500		2,500
Annual Fire Hose Testing	2,000	1,558	1,558	-
SCBA Air Pak Testing	1,300	689		689
Defibrillator Testing (Physio Control)	1,700	1,700	1,587	113
Station Maintenance	2,000	4,933	5,005	(72)
Annual Generator PM	425	425	425	-
Paid Salaries	41,600	41,600	38,210	3,390
Emergency Reporting Software	2,327	2,327	2,327	-
E-Dispatch Yearly Fee	365	365	365	-
Dispatch (OCESD 2)	4,806	4,806	4,806	-
Meals	-	1,000	1,503	(503)
<b>Total Operations Expense</b>	<b>109,103</b>	<b>136,788</b>	<b>136,558</b>	<b>230</b>
<b>Total Expenditures</b>	<b>160,484</b>	<b>188,084</b>	<b>178,436</b>	<b>9,648</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>17,477</b>	<b>(4,652)</b>	<b>11,912</b>	<b>(2,732)</b>
<b>Other Financing Sources(Uses)</b>				
Principal Payments on Loan	(22,625)	(22,625)	(22,625)	-
Total other financing sources (uses)	(22,625)	(22,625)	(22,625)	-
<b>Net Changes in Fund Balances</b>	<b>(5,148)</b>	<b>(27,277)</b>	<b>(10,713)</b>	<b>(2,732)</b>
<b>Fund Balances at Beginning of Year</b>	<b>283,558</b>	<b>283,558</b>	<b>283,558</b>	<b>-</b>
<b>Fund Balances at End of Year</b>	<b>\$ 278,410</b>	<b>\$ 256,281</b>	<b>\$ 272,845</b>	<b>\$ (2,732)</b>

Notes to Required Supplementary Information:

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

ALLISON NATHAN GETZ  
TAX ASSESSOR-COLLECTOR



Terry Wuenschel  
CHIEF DEPUTY

June 25, 2020

Honorable Jeff Branick  
County Judge  
Jefferson County  
Beaumont, Texas

Dear Judge Branick:

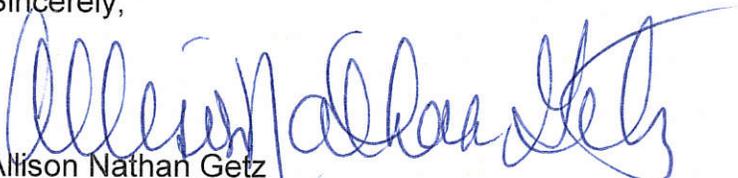
Please place an item on the June 30, 2020 Commissioners' Court agenda to consider and possibly approve "waiver of penalty and interest on four (4) accounts pursuant to Sec. 33.011 of the *State Property Tax Code*."

For your information, Sec. 33.011 reads as follows: "The governing body of a taxing unit may provide for the waiver of penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit caused the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

It is my opinion that the accounts listed on **Attachment A** fall within the parameters of the code and should have penalties and interest waived as shown.

If you wish to review the back-up for the requests, contact Debbie Pletcher in my office. Your approval of these requests will be appreciated.

Sincerely,

  
Allison Nathan Getz  
Assessor-Collector of Taxes  
Jefferson County, Texas

ANG:ce

Attachment

cc: Eddie Arnold, Comm. Pct. #1  
Brent Weaver, Comm. Pct. #2  
Michael Sinegal, Comm. Pct. #3  
Everette D. Alfred, Comm. Pct. #4  
Patrick Swain, County Auditor

agenda-waivep&i

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
034204-000/002300-00100 AAA FLOODMASTERS	2018	1	\$879.01	\$439.50		\$439.50
		3	\$3,411.02	\$1,705.52		\$1,705.22
		47	\$797.81	\$398.90		\$398.90
		55	\$221.73	\$110.86		\$110.86
		<b>TOTAL</b>		\$5,309.57	\$2,654.78	-
034204-000/002300-00100 AAA FLOODMASTERS	2019	1	\$879.01	\$202.61		\$202.61
		3	\$3,082.39	\$710.49		\$710.49
		47	\$814.89	\$187.83		\$187.83
		55	\$221.73	\$51.11		\$51.11
		<b>TOTAL</b>		\$4,998.02	\$1,152.04	
<b>TOTAL</b>						

**ATTACHMENT A  
WAIVER OF P & I JEFFERSON COUNTY**

<b>TAXPAYER'S NAME ACCOUNT NUMBER</b>	<b>TOTAL LEVY PAID</b>	<b>WAIVER OF P &amp; I REQUESTED</b>
AAA Floodmasters  034204-000/002300-00100	1758.02	642.11
<b>TOTAL</b>	<u>1758.02</u>	<u>642.11</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
059060-000/002700-00000 ROSS STEPHANIE ANN BULKLEY JOHN	2019	1	\$887.16	\$79.84		\$79.84
		4	\$3,413.14	\$307.18		\$307.18
		21	\$2,157.26	\$194.15		\$194.15
		41	\$278.74	\$25.09		\$25.09
		49	\$536.19	\$48.26		\$48.26
		55	\$223.79	\$20.14		\$20.14
<b>TOTAL</b>			\$7,496.28	\$674.66		\$674.66
<b>TOTAL</b>						
<b>TOTAL</b>			#VALUE!	#VALUE!		#VALUE!

**ATTACHMENT A  
WAIVER OF P & I JEFFERSON COUNTY**

<b>TAXPAYER'S NAME ACCOUNT NUMBER</b>	<b>TOTAL LEVY PAID</b>	<b>WAIVER OF P &amp; I REQUESTED</b>
Stephanie Ann Ross  059060-000/002700-00000	887.16	79.84
<b>TOTAL</b>	<u>887.16</u>	<u>79.84</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
016045-000/001600-00000 MENSACAPITAL PROPERTI	2018	1	\$180.39	\$23.45		\$23.45
		4	\$639.58	\$83.15		\$83.15
		21	\$350.92	\$45.62		\$45.62
		41	\$56.68	\$7.37		\$7.37
		49	\$109.03	\$14.17		\$14.17
		55	\$45.50	\$5.92		\$5.92
<b>TOTAL</b>			\$1,382.10	\$179.68		\$179.68
016045-000/001600-00000 MENSACAPITAL PROPERTI	2019	1	\$160.55	\$20.87		\$20.87
		4	\$538.44	\$70.00		\$70.00
		21	\$312.31	\$40.60		\$40.60
		41	\$50.44	\$6.56		\$6.56
		49	\$97.03	\$12.61		\$12.61
		55	\$40.50	\$5.27		\$5.27
<b>TOTAL</b>			\$1,199.27	\$155.91		\$155.91
<b>TOTAL</b>			#VALUE!	#VALUE!		#VALUE!

**ATTACHMENT A  
WAIVER OF P & I JEFFERSON COUNTY**

<b>TAXPAYER'S NAME ACCOUNT NUMBER</b>	<b>TOTAL LEVY PAID</b>	<b>WAIVER OF P &amp; I REQUESTED</b>
Mensacapital Properties LLC 016045-000/001600-00000	340.94	44.32
<b>TOTAL</b>	<u>340.94</u>	<u>44.32</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
016045-000/001700-00000 MENSACAPITAL PROPERTI	2018	1	\$180.39	\$23.45		\$23.45
		4	\$639.58	\$83.15		\$83.15
		21	\$350.92	\$45.62		\$45.62
		41	\$56.68	\$7.37		\$7.37
		49	\$109.03	\$14.17		\$14.17
		55	\$45.50	\$5.92		\$5.92
<b>TOTAL</b>			\$1,382.10	\$179.68		\$179.68
016045-000/001700-00000 MENSACAPITAL PROPERTI	2019	1	\$160.55	\$20.87		\$20.87
		4	\$538.44	\$70.00		\$70.00
		21	\$312.31	\$40.60		\$40.60
		41	\$50.44	\$6.56		\$6.56
		49	\$97.03	\$12.61		\$12.61
		55	\$40.50	\$5.27		\$5.27
<b>TOTAL</b>			\$1,199.27	\$155.91		\$155.91
<b>TOTAL</b>			#VALUE!	#VALUE!		#VALUE!

**ATTACHMENT A  
WAIVER OF P & I JEFFERSON COUNTY**

<b>TAXPAYER'S NAME ACCOUNT NUMBER</b>	<b>TOTAL LEVY PAID</b>	<b>WAIVER OF P &amp; I REQUESTED</b>
Mensacapital Properties LLC 016045-000/001700-00000	340.94	44.32
<b>TOTAL</b>	<u>340.94</u>	<u>44.32</u>



Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Charlie Hallmark  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

June 25, 2020

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of May 31st, 2020, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.524%. The 90 day Treasury discount rate on May 31st, 2020 was 0.13% and the interest on your checking accounts for the month of May was 0.35%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda June 30th, 2020, to be received and filed.

Sincerely,

Charlie Hallmark  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for May, 2020,  
 including the year to date total earnings on County funds.

## JEFFERSON COUNTY MONTH END MAY 31, 2020 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon Paid TO DATE	BOOK VALUE (ACCRUED INT.)
<b>INVESTMENTS</b>																
TEXAS CLASS	01-May-20	\$46,514,471.66	\$46,514,471.66	100	0.370%	31-May-20	NONE	31	31	TX-01-0485-4001	TEXAS CLASS	\$46,514,471.66			\$126,190.55	\$0.00
<b>CDS and Securities</b>																
FHLMC 1.70%	07-Feb-20	\$2,000,000.00	\$2,000,000.00	100	1.700%	07-Feb-23	07-Aug-20	982	1096	3134GVAK4	WELLS SECURITIES	\$2,004,522.52	\$100.2261	\$10,766.67	\$20,000.00	\$2,015,289.19
FHLB 2.00%	26-Sep-19	\$2,000,000.00	\$1,999,900.00	99.995	2.000%	26-Sep-22	26-Jun-20	848	1096	3130AH5R0	WELLS SECURITIES	\$2,001,676.82	\$100.0838	\$7,222.22	\$2,000.00	\$2,008,899.04
FNMA 1.80%	08-Nov-19	\$4,000,000.00	\$3,999,600.00	99.994	1.800%	28-Oct-22	28-Oct-20	880	1085	3135GW74	WELLS SECURITIES	\$4,024,325.28	\$100.6081	\$6,600.00	\$36,000.00	\$4,030,925.28
FAMAC 1.75%	06-Jan-20	\$2,000,000.00	\$2,000,000.00	100	1.750%	06-Jan-23	06-Jan-21	960	1096	31422R11	WELLS SECURITIES	\$2,017,569.16	\$100.8785	\$14,097.22		\$2,031,666.38
* (Investment CD's)																
<b>INVESTMENT ACCTS</b>																
TOTAL PAR		\$46,514,471.66	\$46,514,471.66		WEIGHTED AVG. YLD							TOTAL MARKET VALUE				TOTAL BOOK VALUE
INVESTMENT ACCTS		\$46,514,471.66	\$46,514,471.66									\$46,514,471.66		0.00	\$126,190.55	\$10,086,779.89
CDS and Securities		\$10,000,000.00	\$9,999,500.00		1.524%				188	DAYS		\$10,048,093.78		38,686.11	\$56,000.00	
<b>TOTALS ALL ACCTS:</b>		<b>\$56,514,471.66</b>	<b>\$56,513,971.66</b>									<b>\$56,562,565.44</b>		<b>38,686.11</b>	<b>\$182,190.55</b>	<b>\$10,086,779.89</b>
<b>PLEDGE COLLATERAL REPORT WELLS FARGO</b>																
<b>ALL COUNTY FUNDS</b>																
<b>AS OF MAY 31, 2020</b>																
<p>This is an unaudited statement made in accordance with provisions of Government Code Title 16 Section 2256.023 The Public Funds Investment Act</p> <p>The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.</p>																
 Charlie Hallmark, Jefferson County Investment Officer																
<p>MARKET VALUE OF PLEDGE SECURITIES: <b>\$87,988,372.96</b></p> <p>BALANCE IN ALL ACCOUNTS: <b>\$88,916,452.21</b></p> <p>OVER OR (UNDER) AMOUNT: <b>\$19,071,920.75</b></p>																
<b>MAY 2020, JEFFERSON COUNTY INVESTMENT MATURITIES</b>																
<b>MATURED SECURITIES AND INTEREST EARNED</b>																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS					
<b>INVESTMENTS</b>																
TEXAS CLASS	01-May-20	\$46,500,000.00	\$46,500,000.00		0.370%		31-May-20	31	TX-01-0485-4001	TEXAS CLASS	\$14,471.66					
FHLB 1.75%	14-Feb-20	\$4,000,000.00	\$4,000,000.00	100	1.750%	14-May-20	14-May-20	90	3130AJ5Q8	WELLS SECURITIES	\$17,500.00					<b>CALLED</b>
FHLMC 1.75%	22-Nov-19	\$2,000,000.00	\$2,000,000.00	100	1.750%	22-May-20	22-May-20	180	3134GJRK8	WELLS SECURITIES	\$17,500.00					<b>CALLED</b>
																\$49,471.66
<b>CHECKING INTEREST</b>																
POOLED CASH ACCT								31	7783975381	WELLS FARGO	\$10,503.72					
OTHER COUNTY ACCTS								31		WELLS FARGO	\$7,482					
TAX LICENSE ACCT								31	7783975274	WELLS FARGO	\$1,776.45					
<b>TOTAL</b>		<b>\$52,500,000.00</b>	<b>\$52,500,000.00</b>								<b>\$61,826.65</b>					<b>\$61,826.65</b>

## FISCAL YEAR 2019-2020

### YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	1.535%	\$111,225.81	1.750%	\$26,216.67	1.930%
NOVEMBER	1.550%	\$90,091.81	1.750%	\$3,853.35	1.700%
DECEMBER	1.549%	\$107,200.69	1.750%	\$0.00	1.640%
JANUARY	1.540%	\$134,474.29	1.600%	\$0.00	1.610%
FEBRUARY	1.284%	\$150,135.40	1.600%	\$0.00	1.610%
MARCH	0.092%	\$127,416.80	1.100%	\$0.00	1.040%
APRIL	0.100%	\$94,794.19	0.350%	\$10,261.65	0.530%
MAY	0.130%	\$47,354.99	0.350%	\$14,471.66	0.370%
JUNE					
JULY					
AUGUST					
SEPTEMBER					
<b>ANNUAL TOTALS</b>		<b>\$862,693.98</b>		<b>\$54,803.33</b>	<b>\$917,497.31</b>

COUNTY OF JEFFERSON

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PRECINCT NO. 1 §

**ANNUAL ROAD REPORT**

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:  
Required continued reconstruction of approximately 8-10 miles of County Roads due to base failure from high water flooding in Northern portions of Pct #1 as a result of rain for tropical storm Imelda in September 2019.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:  
Maintenance of roads estimated for 2020 it \$1,025,675.00
3. Number of traffic control devices in the precinct defaced or torn down:  
65 traffic control devices replaced or repaired.
4. Any new road that should be opened in the precinct:  
None at this time.
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:  
Old bridge on Old Sour Lake Rd. needs replacing estimate \$1,025,000.00 in 2021.  
Bridge on Mason & McDermand needs replacing - cost unknown

Submitted by the undersigned on this 29<sup>th</sup> day of June, 2020.

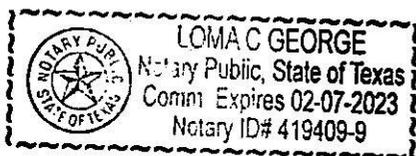
Eddie Arnold  
Commissioner, Precinct #1

Subscribed and sworn to, before me, the undersigned authority, this 29<sup>th</sup> day of June, 2020.

Loma C. George  
Notary Public

Loma C. George

My commission expires: 02-07-2023



COUNTY OF JEFFERSON

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PRECINCT NO. 2

ANNUAL ROAD REPORT

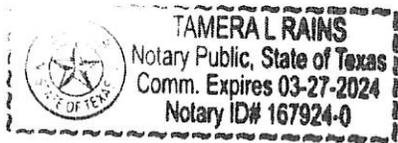
1. Condition of each road, culvert, and bridge in the precinct: Generally, good condition however we are conducting our 2020 annual maintenance road season after completing all storm related damaged roads during 2019 season. See attached road construction list for 2020.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,857,252 approximate estimate total for the budget line items of administrative and maintenance of roads for other budget detail see complete 2019-2010 budget.
3. Number of traffic control devices in the precinct defaced or torn down: None signs and traffic control devices are replaced/repared when found to be damaged or in need of replacement
4. Any new road that should be opened in the precinct: None identified at this time review pending determined by Engineering and meeting county guidelines.
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Cross pipes located on Burrel Wingate and Jerry Ware blvd. scheduled for repair and/or upgrade in 2020. See 2019-2020 Road & Bridge Precinct 2 budget.

Submitted by the undersigned on this 23<sup>rd</sup> day of June 2020.

Brent Weaver  
Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 23<sup>rd</sup> day of June 2020.

Tamera L. Rains  
Notary Public



State of Texas  
My commission expires: 03-27-2024

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF JEFFERSON

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PRECINCT NO. 3

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:
3. Number of traffic control devices in the precinct defaced or torn down:
4. Any new road that should be opened in the precinct:
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:

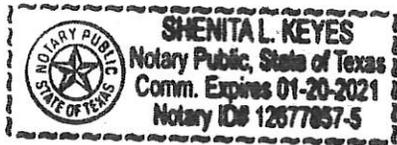
Submitted by the undersigned on this 21 day of May 2020.

[Signature]  
Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 21 day of May 2020.

[Signature]  
Notary Public

12677857-5  
My commission expires: 01-20-2021



[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]





COUNTY OF JEFFERSON §  
PRECINCT NO. 4 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:

Several of Precinct # 4 Roads were damaged from water over the road after Hurricane Harvey and Power Plant Road drainage culverts were blocked by sediment washed by Imelda Flood water. Some culverts were washed out from Harvey as well. Pignut Gully Bridge at Lawhon Road was washed out also and is not in use.

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: Precinct # 4 has estimated costs to be \$2,354,572, however there are 23 more roads in Precinct #4 that still need to be repaired from Hurricane Harvey. Those 23 roads will not all be completed this fiscal year.

3. Number of traffic control devices in the precinct defaced or torn down: None

4. Any new road that should be opened in the precinct: All roads should be open except Lawhon Road at Pignut Gully Bridge.

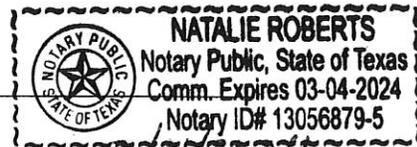
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: As stated in # 2, repairs to roads are estimated at \$2,290,261 (with 23 more roads that still need to be repaired). Add to this the cost of culverts that were washed out from Harvey, plus \$260,000 to repair the entrance to Pignut Gully Bridge at Lawhon, and the cost of the Major Drive Extension, \$1,900,000 brings the total cost of improvements to \$4,514,572.

Submitted by the undersigned on this 12 day of June 2020

[Signature]  
Commissioner, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 12 day of June 2020.

[Signature]  
Notary Public



My commission expires: 3/7/2024

## **SECTION 2**

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

---

It is the policy of Jefferson County to ensure equal opportunity in employment for all employees and applicants. The County will provide, to the maximum extent possible, the same employment, placement, training, promotion, termination, layoff, leaves of absence, salary opportunities and benefits without regard to race, color, religion, sex, national origin, age, disability, veteran status (disabled), genetic information, sexual orientation, gender identity or expression, or political affiliation. To that end, the County will also promote the full realization of equal opportunity through continuing Affirmative Action Programs that will be an integral part of the total personnel management programs.

Jefferson County prohibits any form of workplace harassment based on race, color, religion, sex, national origin, age, disability, veteran status (disabled), genetic information, sexual orientation, gender identity or expression, or political affiliation.

No employee should fear retaliation for reporting violations of any County policy, or for participating in an investigation of complaints or grievances.

## **SECTION 7**

### **HARASSMENT/ SEXUAL HARASSMENT AND NON-RETALIATION POLICY**

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#### **Section 7.1**

#### **Harassment and Sexual Harassment Policy**

It is the policy of Jefferson County that all employees should be able to enjoy a work environment free from: (1) harassment based on race, color, religion, sex, age, disability, veteran status (disabled), national origin, genetic information, sexual orientation, gender identity or expression, or political affiliation; and (2) sexual harassment and unwelcome sexual overtures or conduct, either verbal or physical.

#### **A. Purpose**

1. Ensure that all employees know and understand that the County expressly prohibits harassment and sexual harassment.
2. Ensure that all employees are aware of the County's policy against harassment and sexual harassment and how to go about filing a complaint if they feel they have been harassed or sexually harassed.
3. Ensure that employees know what measures will be taken when behavior constituting harassment or sexual harassment is observed or reported.
4. Ensure that employees who make complaints of harassment or provide information related to such complaints know that they are protected against retaliation

#### **B. Definitions**

1. Harassment – Conduct, whether verbal or physical, will be considered harassment if it demeans or shows hostility toward an individual because of that individual's race, color, sex, religion, age, disability, veteran status (disabled), genetic information, national origin sexual orientation, gender identity or expression, or political affiliation. Conduct will also be considered harassment if it creates an intimidating, hostile, or offensive working environment, interferes with an employee's work performance, or otherwise adversely affects an individual's employment opportunities.
2. Sexual Harassment – Any unwelcome sexual advances, requests for sexual favors, and any other unwelcome verbal or physical conduct of a sexual nature.
3. Harasser – The harasser as well as the target can be a man or a woman. Legally there is no difference whether a man harasses a woman or a woman harasses a man.
4. Same Sex Harassment – The courts now recognize that men can harass men and women can harass women. This is referred to as "same sex harassment."

## Section 7.1 – Continued

5. Unwelcome – Unwelcome means that the person did not solicit or invite the conduct and regarded it as undesirable.
6. “Quid Pro Quo” – Latin words that mean “something for something.” Here, what it means is job benefits in return for sex.
7. Hostile Environment Harassment – Sexual comments or conduct that have the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

**Note:** The Equal Employment Opportunity Commission (EEOC) and the courts have expanded the definition of illegal harassment to include verbal and physical conduct of co-workers, customers, clients and supervisors that interferes with an individual’s job performance - even if there are no economic, tangible job benefits at stake.

### **C. Procedures/Rules**

1. The Human Resources Director shall be responsible for investigating and resolving all harassment and sexual harassment complaints.
2. An employee who is subjected to harassment or sexual harassment or knows of such acts within the County’s employment may provide such facts to any management authority that he/she feels comfortable with; however, whenever possible the conduct should be reported to management within the employee’s chain of command.

All employees are hereby assured that they will be free from any and all reprisal or retaliation for filing such a complaint.

3. The recommended procedures for handling harassment or sexual harassment complaints are as follows:
  - a. The employee should direct complaints of harassment or sexual harassment to his/her immediate supervisor, to allow the supervisor an opportunity to resolve the complaint.

Whenever possible, the complainant should put his/her allegations in writing; however, an oral complaint made to a supervisor or responsible management authority shall be sufficient cause to investigate.

- b. In cases where the complaint directly involves the supervisor, the employee shall present the complaint to any other person in his/her chain of command. The complainant should provide specifics regarding the alleged harassing behavior.

## Section 7.1 – Continued

- c. In all circumstances, whenever an incident of harassment or sexual harassment has been observed or reported to a supervisor, the supervisor should notify the Human Resources Director immediately, before taking action or commencing an investigation.
  - d. The Human Resources Director shall assist with the investigation and report all findings and recommendations on resolving the complaint to the Commissioners' Court, the Department Head/Elected Official, or the District Attorney as appropriate.
4. All allegations and/or documents prepared from an investigation of harassment or sexual harassment shall be maintained in a separate filing system in the Human Resources Department and shall not become a part of the employee's regular personnel file. Documentation of any disciplinary action taken shall be filed in that employee's file but the specifics shall be maintained separately.

Any individual questioned in connection with the investigation is encouraged not to share with others the allegations that have been discussed with them.

5. All allegations and investigations of harassment or sexual harassment shall remain as confidential as possible. Allegations of harassment will be disclosed on a "need-to-know" basis only so that a fair and adequate investigation can be conducted and/or appropriate corrective action can be taken.
6. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. Conduct will constitute sexual harassment when:
- a. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
  - b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting an individual.
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
7. In relation to the above, examples of sexual harassment include but are not limited to the following:
- a. Repeated offensive sexual flirtations, advances, or propositions.
  - b. Repeated offensive verbal abuse or comments of a sexual nature.
  - c. The display of sexually suggestive objects or pictures.
  - d. Any offensive or abusive physical conduct of a sexual nature.

## Section 7.1 – Continued

8. Any type of harassing conduct, whether committed by or towards supervisory personnel, non-supervisory personnel, or non-employees in the workplace is specifically prohibited.

**D. Review of Findings/Penalties**

1. The Human Resources Director will review all findings with the complainant at the conclusion of the investigation.
2. If the investigation reveals that an employee has violated this policy by participating in harassing or sexually harassing behavior, that employee shall be subject to disciplinary action up to and including termination.
3. If the validity of the complaint cannot be determined, immediate action will be taken to assure that all parties are reacquainted with this policy and to assure that any conduct, which could be construed as harassing, or sexually harassing behavior is avoided in the future.

## **SECTION 7.2**

### **NON-RETALIATION POLICY**

Jefferson County is committed to protecting employees from interference with making a protected disclosure or retaliation for having made a protected disclosure or for having refused an illegal order as defined in this policy. This policy is derived from various Federal Laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans Disabilities Act, the Whistleblower Act, and Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA). Pursuant to these laws, a Jefferson County employee, including elected or appointed officials, may not: 1) retaliate against an employee who has made a protected disclosure or who has refused to obey an illegal order, nor 2) directly or indirectly use or attempt to use the official authority or influence of his or her position or office for the purpose of interfering with the right of an employee to make a protected disclosure to the employee's immediate supervisor, department head, elected official or the Human Resources Department. Retaliatory conduct will not be tolerated and will result in disciplinary action up to and including termination.

#### **A. Purpose**

1. No hardship, no loss or benefit, and no penalty may be imposed on an employee as punishment for:
  - a. Filing or responding to a bona fide complaint of discrimination or harassment;
  - b. Appearing as a witness in the investigation of a complaint; or
  - c. Serving as an investigator.
2. Ensure that all employees, including elected or appointed officials, know and understand that the County prohibits retaliation of any kind.
3. Ensure that employees, including elected or appointed officials, know what measures will be taken when retaliation is observed or reported.
4. Ensure that employees who make complaints of retaliation or provide information related to such complaints is aware this action is considered a protected activity.

#### **B. Definitions**

1. Retaliation – taking any adverse action against an employee concerning their employment because that employee has engaged in some form of “protected activity.”
2. Protected Activity – a good faith disclosure opposing an unlawful practice prohibited by employment discrimination laws; participating in any way in an investigation, proceeding or Hearing of an Equal Employment Opportunity Charge.
3. Good Faith Disclosure – means disclosure of County-related misconduct made with a belief in the truth of the disclosure by an employee based upon facts. A disclosure is not in good faith if made with reckless disregard for or willful ignorance of facts that would disprove the disclosure.

## Section 7.2 – Continued

4. County-related Misconduct – includes any activity by a County department or by an employee that is undertaken in the performance of the employee’s official duties, whether or not such action is within the scope of the individual’s employment, and that is in violation of any state or federal law or regulation or County policy, including but not limited to corruption, bribery, theft of County property, fraudulent claims, fraud, coercion, conversion, discrimination, sexual harassment, civil rights violations, misuse of County property and facilities, or willful failure to perform duty.
5. Genetic information - includes any information about: (1) an employee's genetic tests as well as the genetic tests of their family members; (2) an employee’s family medical history; and (3) an employee’s, or their family member’s, participation in genetic research. A *genetic test* is an analysis of human DNA, RNA, chromosomes, or proteins that detects genotypes, mutations, or chromosomal changes. It does not include tests that reveal gender or age, tests for certain viruses or bacteria, alcohol or drug testing, or common medical tests such as blood counts or cholesterol analyses.

**C. Examples of Retaliation/Adverse Employment Actions**

Includes but may not be limited to:

1. Promotion or denial of promotion;
2. Refusal to hire;
3. Threats or reprimands;
4. Negative job performance evaluations;
5. Harassment;
6. Adverse treatment, suspension, or a discharge;
7. Poor work assignments.

**D. Examples of Protected Activity**

Includes but may not be limited to:

1. Complained/reported a problem with discrimination, including sexual harassment and all other categories (race, color, sex, national origin, age, disability, veteran status (disabled), genetic information, sexual orientation, gender identity or expression, political affiliation, and religion)
2. Complained/reported safety issues
3. Requested accommodations of a disability
4. Filed workers compensation claim
5. Served as a witness at an unemployment hearing
6. Were a whistleblower
7. Refused to violate the law or a code of ethics
8. Sued the County under certain laws such as the discrimination laws, whistleblower laws and benefit-related laws
9. Any good faith communication that discloses or demonstrates an intention to disclose information that may evidence either 1) an improper governmental activity or 2) any condition that may significantly threaten the health or safety of employees or the public if the disclosure or intention to disclose was made for the purpose of remedying that condition.

### **E. Scope of Policy**

No employee, including elected or appointed officials, of the County shall engage in retaliation in response to a protected disclosure or to the filing of a complaint. Actions are considered retaliatory if they are in response to a good faith disclosure or real or perceived County-related misconduct and the actions have a materially adverse effect on the working conditions of the employee, or if the employee can no longer carry out his or her County responsibilities.

The County will make every reasonable effort to stop retaliation immediately, to conduct a complete and thorough investigation of alleged acts of retaliation in a timely manner, to provide remedies to victims of retaliation, and to sanction the perpetrators of retaliation as appropriate. The act of a good faith disclosure of County-related misconduct shall not be used to make any decision to the employee's detriment, or to subject the employee to harassment such that it creates a hostile work environment.

To encourage and protect employees, it is County policy that no reference to the good faith disclosure of County-related misconduct shall be made in personnel files, letters of recommendation, performance appraisals, or any other permanent evaluative documents without the concurrence of the employee.

Reports of alleged County-related misconduct that are not made in good faith or an employee who intentionally files a false report of wrongdoing are not protected under this policy. Those who make disclosures not in good faith will be disciplined up to and including termination. Irrespective of the origin or the intent of the allegations, in the event the allegations are not substantiated, the County in consultation with the accused shall take all reasonable steps within the control of the County to restore the reputation of the accused to the extent that it was damaged by the investigation and proceedings, for example, expunging all references to the allegations in the personnel records of the accused.

### **F. Sanctions**

Anyone who violates the non-retaliation policy is subject to disciplinary action. Following an appropriate investigation and subject to the procedures which are part of the policies governing the County, an employee, supervisor, department head, may be subject to sanctions, including:

1. Reprimand,
2. Probation,
3. Suspension,
4. Demotion,
5. Reassignment, or
6. Termination

## G. Procedures

Note that the confidentiality of the employee making the good faith disclosure will be maintained, unless it becomes necessary to disclose the identity to conduct a thorough investigation, to comply with the laws and to provide the accused individual(s) their legal rights of defense.

All reports of illegal and dishonest activities should be promptly submitted to the supervisor, department head, elected official or Human Resources Department.

Employees with complaints of retaliation should utilize the procedures available under the Harassment and Sexual Harassment Policy, Section 7.1, C, of this Manual. At any time before the complaint is fully resolved, the complainant may submit a request to the responsible supervisor, department head, elected official, human resources department to take interim actions to protect the complainant against any adverse action. The Human Resources Department is responsible for investigating and coordinating any Corrective action.

## SECTION 16 EMPLOYEE GRIEVANCE PROCEDURES

### A. Definition

A grievance is a complaint, dispute, or disagreement on the part of any regular County employee that arises from working relationships, working conditions, or employment practices between such employee and the County. An employee presenting a grievance in good faith need not fear retaliation for filing a grievance. Excluded from this policy are: (1) complaints concerning performance-related dismissals during the initial orientation period and Administrative Separations, (2) complaints regarding wages and salaries, as these are not negotiable issues, and (3) complaints of harassment, sexual harassment and discrimination based on race, color, national origin, sex, age, religion, disability, veteran status (disabled), sexual orientation, gender identity or expression, or political affiliation for which a specific policy and complaint procedure exists.

**Note:** Any Elected Official (or Department Head not appointed by Commissioners' Court) may choose to participate in this process by sending a letter to the Human Resources Director stating their willingness to participate. Conversely, they may also elect to suspend participation at any time by informing the Human Resources Director in writing. If there is no letter on file stating a department's intent to participate, it is assumed that department is not a participant in this process.

### B. Category I

This includes grievances that do not involve terminations, demotions or suspensions.

#### **Process:**

The specifics of the grievance and the date it occurred shall be submitted on a County Grievance Form to the employee's immediate supervisor within five (5) working days from the date of the occurrence giving rise to the dispute. The supervisor shall meet with the employee within ten working days of receiving the complaint and shall attempt to resolve the grievance and provide a written answer within ten (10) working days from the date of the meeting. If the supervisor is also the department head, the process ends with the determination of the department head. If the immediate supervisor is not the department head, and is a party to the dispute and/or prior verbal discussion regarding the complaint has yielded no resolution, the written complaint may be submitted to the Department Head for a final determination.

Grievances in this category may also be submitted for mediation, if both the grievant and the Department Head agree to this option. If both parties do agree, the grievant should complete the "Employee Mediation Request Form," and turn it in to Human Resources.

## C. Category II

### Process:

If the grievance involves a suspension, demotion or termination, it may be submitted by the grieving employee in writing on the “Employee Mediation Request Form,” with specific details, to the Human Resources Department within five (5) working days from the date of the action. Any grievance presented after five (5) working days will not be accepted. The Human Resources Department will then inform the Department Head/Elected Official of the grievance and will refer the complaint to the Dispute Resolution Center.

The Dispute Resolution Center will assign the case to mediators and set the case on a date that is mutually acceptable to both parties. If an agreement is not reached during mediation, the previous decision of the Department Head/Elected Official will stand.

## D. Guidelines for Dispute Resolution Process/Mediation

1. **Definition.** Mediation is a process under which an impartial person, the Mediator, facilitates communication between parties to promote reconciliation, resolution, or understanding among them. The Mediator may suggest ways of resolving the dispute, but may not impose his/her own judgment on the issues for that of the parties. Any agreement reached will be mutually decided upon by all parties.
2. **Purpose.** The purpose of mediation is to provide an informal forum through which both parties can attempt to resolve the problem at hand through the mediation process. Mediation is not a means of effecting or averting disciplinary action for either party.
3. **Dispute Resolution Center (DRC) Process.** The DRC staff will initially interview both the employee and the manager separately to try and determine if the problem can be resolved. If it is determined that mediation may resolve the issue, a hearing will be set for approximately one week after the interviews. If a mutually acceptable agreement is reached, the mediator assists in documenting the agreement in writing. If no agreement is reached, the DRC will so document and send the grievant and the manager a memo to that effect within ten (10) working days following the meeting.
4. **Commitment to Participate in Good Faith.** While no one is asked to commit to resolve their case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention of resolution, if at all possible.
5. **Privacy.** Mediation sessions are private. Only the parties involved and their representatives may attend mediation sessions (closed sessions).

## Section 16 – Continued

6. **Limitations of Representatives or Legal Counsel.** Successful mediation depends upon free flow or communication between the parties involved in a non-adversarial and confidential environment: to deter communication would defeat the purpose of the mediation. To that end, representatives and/or attorneys may advise clients during mediation, but will not be allowed to ask questions and/or cross-examine the opposing party. In addition, the process does not follow rules of evidence, nor is it to be used as a vehicle for discovery. If either party chooses to have an attorney present, the Dispute Resolution Center must be notified 24 hours in advance of the hearing.
7. **Confidentiality.** Confidential information disclosed to a Mediator by the parties in the course of the mediation shall not be divulged by the Mediator. All records, reports or other documents received by a mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation.
8. **No Stenographic Record.** There shall be no stenographic record of the mediation process and no person shall tape record any portion of the mediation session. Notes taken by all parties and the Mediator will be collected at the end of the session and destroyed.
9. **Termination of Mediation.** The mediation shall be terminated: a) by the execution of a resolution agreement by the parties, b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile, or c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.
10. **Exclusion of Liability.** The Mediator is not a necessary or proper party in judicial proceedings relating to the mediation. Neither the Mediator nor the Dispute Resolution Center shall be liable to any party for any act or omission in connection with mediation conducted under these rules.

#### **E. Employee Mediation Request Process**

Attachment A is a copy of the form you must complete if you are requesting mediation. Prior to completing and submitting this form, it is suggested that you try and resolve the issue with your immediate supervisor (if applicable) up through your Department Head/Elected Official. At any point in this process, you or your manager may request mediation but your Department Head/Elected Official is to be made aware of this request either by you or your immediate supervisor.

If the issue has not been resolved or cannot be resolved within your management team, then complete this form. Forward the completed form to the Director of Human Resources at Annex 1, 1225 Pearl, Suite 201, Beaumont, Texas 77701. The Director of Human Resources will review your request with the Department Head/Elected Official for possible resolution. If the issue is not resolved, a determination will be made as to whether your disagreement can be mediated. The Director of Human Resources will follow-up with you to discuss the next step.

**F. Employee Grievance Process**

Attachment B is a copy of the form you must complete if you are filing a grievance. Prior to completing and submitting this form, it is suggested that you try and resolve the grievance with your immediate supervisor (if applicable) up through your Department Head/Elected Official. If your grievance involves anything other than a suspension, demotion, or termination, the decision of your Department Head/Elected Official is final.

If the grievance involves a suspension, demotion, or termination, you must complete an Employee Mediation Request Form, and submit it to the Human Resources Department within five working days of the disciplinary action.

If no agreement is reached during mediation, the previous decision of the Department Head/Elected Official is final.

RECEIVED JUN 24 2020



JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER

---

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

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

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

MEMORANDUM

To: Loma George  
County Judge's Office

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

Date: June 23, 2020

Re: **Commissioners' Court Agenda, June 30, 2020**

Please place the following item on the Commissioners' Court agenda for June 30, 2020.

**Juvenile Probation**

Receive and File the proposed Juvenile Probation Budget for FY2021 in accordance with 140.004 Local Government Code.

BUDGET PREPARATION WORKSHEET  
2020-2021 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '18 & '19	2018-2019 LAST YEARS ACTUALS	2019-2020 7 MONTHS ACTUAL	2019-2020 ADJUSTED BUDGET	2020-2021 DEPT. REQUEST
GENERAL FUND					
JUVENILE PROBATION DEPT.					
.10-01 DEPARTMENT HEAD	54,415	55,322	32,506	58,468	.....
.10-02 ASSISTANTS & CLERKS	760,891	787,661	472,810	1,026,719	<b>985,995</b>
.10-94 LONGEVITY PAY	14,887	15,143	8,460	16,524	.....
.10-98 OVERTIME ALLOWANCE	286	130	238	251	.....
	-----	-----	-----	-----	-----*
SALARIES AND WAGES	830,478	858,256	514,014	1,101,962	.....
.20-01 F.I.C.A. EXPENSE	64,792	67,415	38,752	87,733	.....
.20-02 EMPLOYEES' RETIREMENT	165,319	174,065	104,635	227,992	.....
.20-03 EMPLOYEES' INSURANCE	205,904	214,308	118,645	225,949	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
	-----	-----	-----	-----	-----*
FRINGE BENEFITS	438,895	458,668	263,713	544,554	.....
.30-10 BOOKS-PRINTED	2,875	2,633	0	3,120	<b>3,120</b>
.30-78 OFFICE SUPPLIES	3,733	3,305	3,025	4,250	<b>4,250</b>
.30-84 MINOR EQUIPMENT	1,339	1,079		1,766	<b>1,766</b>
.30-90 EDUCATION & DEMONSTRATION	399	414	0	1,278	<b>1,278</b>
	-----	-----	-----	-----	-----*
MATERIALS AND SUPPLIES	8,344	7,431	3,025	10,414	<b>10,414</b>
.40-11 EQUIPMENT- MISCELLANEOUS	457	600	0	600	<b>600</b>
.40-52 POSTAGE	2,486	1,862	2,314	2,467	<b>2,467</b>
.40-54 TELEPHONE	623	625	366	1,200	<b>1,200</b>
	-----	-----	-----	-----	-----*
MAINTENANCE AND UTILITIES	3,566	3,087	2,680	4,267	<b>4,267</b>
.50-05 MILEAGE	24,006	22,269	10,449	24,865	<b>24,865</b>
.50-14 MENTAL EXAMINATION	9,629	548	450	24,935	<b>24,935</b>
.50-21 DUES/SUBSCRIPTIONS	328	337	356	400	<b>400</b>
.50-45 BONDS SURETY/NOTARY	71	142	71	400	<b>400</b>
.50-53 RENT-EQUIPMENT	2,146	2,146	1,252	6,046	<b>6,046</b>
.50-62 TRAVEL EXPENSE	7,694	6,894	360	10,000	<b>10,000</b>
.50-77 CONTRACTUAL SERVICE	190	380	0	500	<b>500</b>
.50-81 RELIEF-BOARD & LODGING	45-	50-	1,400-	26,671	<b>26,671</b>
	-----	-----	-----	-----	-----*
MISCELLANEOUS SERVICES	44,018	33,666	11,538	93,817	<b>93,817</b>
** JUVENILE PROBATION DEPT.	1,325,300	1,361,108	794,970	1,755,014	.....

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 10-05 EXTRA HELP**

Item Description	Item Cost
<b>Total Requested</b>	0

**ACCOUNT 10-98 OVERTIME**

Item Description	Item Cost
<b>Total Requested</b>	0

**ACCOUNT 20-06 AUTOMOBILE ALLOWANCE**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

**ACCOUNT 20-07 CELL PHONE ALLOWANCE**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-11 SOFTWARE** (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
<b>Total Requested</b>	0

**ACCOUNT 50-21 DUES/SUBSCRIPTIONS**

Item Description	Item Cost
Texas Register	
<b>Total Requested</b>	\$350.00

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 50-62 TRAVEL**

Item Description	Item Cost
See attached.	
<b>Total Requested</b>	

**ACCOUNT 50-77 CONTRACTUAL SERVICES**

Item Description	Item Cost
\$500.00 is requested to contract for Sex Offender treatment groups. Sex Offender	
treatment is conducted by an experienced, professional counselor.	
<b>Total Requested</b>	<b>\$500.00</b>

**Probation Training Budget FY 2021**  
**120-3063-424 50-62**

Chief to attend Chief Probation Officer's Conference FY 2021

Total 649

Four people to attend Texas Probation Association annual conference in Austin in April, 2021

Total 2376

Three people to attend Texas Probation Association Legislative Conference in August, 2021

Total 1782

One person to attend Sex Offenders Management Conference FY 2019

Total 839

Two people to attend Texas Juvenile Justice Department's Data Conference in Austin, TX  
 FY 2021

Total 691

Two people to attend Texas Juvenile Justice Department Budget Conference in Austin, TX FY  
 2021

Total 484

2 people to attend TJJD's Post Legislative Conference in Austin, TX FY 2021

Total 816

Chief Probation Officer to attend meetings at the Texas Juvenile Justice Department  
 in Austin, Texas.

Total 1500

Chief Probation Officer to attend Southeast Texas Chief's meeting located throughout  
 Southeast Texas.

Total 863

**Total training budget 2021**

**\$10,000**

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

**PARTICIPATION** (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
<b>Total Requested</b>	0

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-84 MINOR EQUIPMENT** (List out any equipment under \$5,000. Do not list any computers here even if under \$5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
4 – Fax Drums @ \$145.00 each	580.00
4 – US/Texas Flags Sets @ \$105.00 each	420.00
3 – Office Chairs @ \$145.00 each	435.00
1 – Toner Cartridge @ \$331.00	331.00
<b>Total Requested</b>	1,766.00



BUDGET PREPARATION WORKSHEET  
2020-2021 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '18 & '19	2018-2019 LAST YEARS ACTUALS	2019-2020 7 MONTHS ACTUAL	2019-2020 ADJUSTED BUDGET	2020-2021 DEPT. REQUEST
JUVENILE DETENTION HOME .					
10-01 DEPARTMENT HEAD	54,414	55,321	32,506	58,468	.....
.10-02 ASSISTANTS & CLERKS	794,084	800,458	497,108	984,615	<b>1,025,339</b>
.10-05 EXTRA HELP	155,414	163,764	81,793	197,461	.....
.10-94 LONGEVITY PAY	13,752	12,605	7,706	14,046	.....
.10-97 HOLIDAY PAY	36,945	36,908	29,270	47,544	.....
.10-98 OVERTIME ALLOWANCE	5,609	5,231	885	6,788	.....
	-----	-----	-----	-----	-----*
SALARIES AND WAGES	1,060,217	1,074,287	649,268	1,308,922	.....
.20-01 F.I.C.A. EXPENSE	79,5918	80,870	48,651	101,959	.....
.20-02 EMPLOYEES' RETIREMENT	2000,086	204,890	129,640	264,961	.....
.20-03 EMPLOYEES' INSURANCE	206,405	200,956	137,694	252,637	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
	-----	-----	-----	-----	-----*
FRINGE BENEFITS	488,961	489,596	317,666	622,437	.....
.30-07 BEDDING, BLANKETS, & LINEN	1,490	1,497	0	1,500	<b>1,500</b>
.30-17 CLOTHING	3,276	3,299	0	3,300	<b>3,300</b>
.30-23 DISHES, UTENSILS, ETC.	201	195	0	300	<b>300</b>
.30-33 FOOD	86,100	94,831	83,500	90,000	<b>90,000</b>
.30-44 JANITOR SUPPLIES	9,025	8,572	8,500	9,500	<b>9,500</b>
.30-50 MEDICAL SUPPLIES	194	0	0	1,000	<b>1,000</b>
.30-78 OFFICE SUPPLIES	1,271	983	1,400	1,579	<b>1,579</b>
.30-84 MINOR EQUIPMENT	7,875	7,777	271	7,762	<b>6,488</b>
	-----	-----	-----	-----	-----*
MATERIALS AND SUPPLIES	109,431	117,154	93,671	114,941	<b>113,667</b>
.40-09 BUILDINGS AND GROUNDS	38,673	34,823	25,075	35,000	<b>35,000</b>
.40-11 EQUIPMENT- MISCELLANEOUS	2,649	562	0	5,300	<b>5,300</b>
.40-53 GAS- NATURAL AND BUTANE	3,940	3,702	1,778	4,500	<b>4,000</b>
.40-54 TELEPHONE	8,302	8,335	4,180	8,400	<b>8,400</b>
.40-56 ELECTRICITY	79,093	69,244	23,130	90,000	<b>75,000</b>
.40-57 WATER AND SEWER	32,502	33,104	17,989	36,000	<b>34,000</b>
	-----	-----	-----	-----	-----*
MAINTENANCE AND UTILITIES	165,157	149,770	72,152	179,200	<b>161,700</b>
.50-05 MILEAGE	116	0	0	300	<b>300</b>
.50-32 HOSPITAL SERVICE	0	0	0	3,000	<b>3,000</b>
.50-34 MEDICAL & SURGICAL	6,463	4,625	1,771	9,000	<b>9,000</b>
.50-53 RENT-EQUIPMENT	3,522	3,522	2,055	3,933	<b>3,933</b>
.50-62 TRAVEL EXPENSE	5,061	5,233	1,718	8,511	<b>8,511</b>
.50-77 CONTRACTUAL SERVICE	53,673	68,387	66,024	73,666	<b>79,571</b>
	-----	-----	-----	-----	-----*
MISCELLANEOUS SERVICES	68,834	81,767	71,568	98,410	<b>104,315</b>
** JUVENILE DETENTION HOME	1,892,599	1,912,574	1,204,325	2,323,910	.....



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

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

**Edward "Ed" Cockrell, Sr.**  
**Chief Juvenile Probation Officer**

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

MEMORANDUM

To: Patrick Swain  
Auditor

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

Date: May 26, 2020

Re: Extra Hours for Detention Staff and other 10-Series Line items for FY 2020-21 Budget

The Juvenile Detention Center operates under a U.S Department of Labor ruling obtained by Human Resources Director, Carey Erickson, which is in compliance with the Fair Labor Standards Act. Juvenile Supervision Officer are qualified as law enforcement (security personnel in corrections institution – October, 1997). This exemption allows the department to require these officers to attend monthly staff training and be paid straight time as opposed to giving them time and a half comp time off, up to eleven hours per month.

Recommend placing \$23,300 as Extra Hours in line item #10-02

Extra Help is used to fund all part-time Supervision Officers that supplement shifts, working during employee illness, employee personal leave, vacation time, bereavement time, military leave, etc. It is recommended that Extra Help line item 10-05 remain the same as FY20 at \$197,461.

Please add these figures to the budget request:

120-3064-424-10-05	Extra Help (Remain the Same)	\$197,461
120-3064-424-10-97	Holiday Pay (Remain the Same)	\$47,544
120-3064-424-10-94	Longevity Pay (to be completed by Auditing)	
120-3064-424-10-96	Vacation Pay (to be completed by Auditing)	
120-3064-424-10-98	Overtime Allowance (Remain the Same)	\$6,788



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
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---

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MEMORANDUM

To: Patrick Swain  
Auditor

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

Date: May 26, 2020

Re: Justification/Budget – Budget 120 – 3064

**Budget 120-3064:**

**(3064) 50-77 - Contractual**

The FY21 proposed Juvenile Detention Budget has an increase in the line item of \$5,905.

Adjusted Budget FY20	Department Request	Increase
\$73,666	\$79,571	\$5,905

This line item increase is based on increase of services prices.

**(3064) 10-02 – Assistance and Clerks**

The FY21 proposed Juvenile Detention Budget has an increase in the line item of \$40,724. This request is based on moving an employee's salary from the Juvenile Probation Budget (3063) to the Juvenile Detention Budget due to job duties being in the detention control room. This line item increase has been discussed with Fran Lee in the Auditor's office and she recommended moving this salary to the Juvenile Detention Budget.

Adjusted Budget FY20	Department Request	Increase
\$984,615	\$1,025,339	\$40,724

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 10-05 EXTRA HELP**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

**ACCOUNT 10-98 OVERTIME**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

**ACCOUNT 20-06 AUTOMOBILE ALLOWANCE**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

**ACCOUNT 20-07 CELL PHONE ALLOWANCE**

Item Description	Item Cost
No New Request	
<b>Total Requested</b>	

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-11 SOFTWARE** (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
<b>Total Requested</b>	0

**ACCOUNT 50-21 DUES/SUBSCRIPTIONS**

Item Description	Item Cost
<b>Total Requested</b>	0

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached.	
<b>Total Requested</b>	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
See attached.	
<b>Total Requested</b>	

### Detention Training Budget FY 2021

Two people to attend Handle with Care Restraint Training  
for facilitators in Fort Bend County, TX

Reg. 800    Total 1156

American Red Cross (CPR and First Aid)  
33 staff for recertification and 2 instructors

Total 1200

Three people to attend Texas Juvenile Detention Association conference  
in FY 2021

Reg. 225    Total 2295

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Three people to attend Texas Juvenile Detention Association management  
conference in FY 2021

Reg. 225    Total 2295

Five people to attend Quality Assurance

Reg. 0    Total 1265

**Total detention training budget**

**8511**



JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
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50-77 Contractual Services

Item

1. A 1 Filter	\$ 2,208.00
2. Vent a Hood	\$ 1,660.00
3. Smoke Detector Inspection – Southwest Building	\$ 461.00
4. Dumpster Service – Republic	\$ 5,460.00
5. Fire Inspection - Advantage	\$ 2,100.00
6. A C Inspection - EPS	\$ 3,800.00
7. Plumbing Maintenance - Bio Smart (Big Thicket)	\$ 1,920.00
8. Southern Folgers – Detention Lock	\$16,693.00
9. Cummings Southern Plains – Generator Inspection	\$ 1,689.00
10. Professional Nurses Medical Exams	\$10,400.00
11. Ice Machine Maintenance – Moore Services	\$ 1,140.00
12. Attaboy – Insect Extermination	\$ 840.00
13. Cleaning Service – SET Building Services	<u>\$31,200.00</u>
	\$79,571.00

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

**PARTICIPATION** (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
This line item is requested in the amount of \$250,000, to be specifically dedicated to	
the programming in the Juvenile Detention Center, in cooperation with IEA	
(Inspire, Encourage, Achieve). The IEA is a non-profit organization, to perpetuate	
the late Ben Rogers' legacy. Regina Rogers has donated well over 4 million	
dollars of her personal funds, and obtains grants, to broaden the services in the	
Detention Center. The program was originally provided at no expense to the	
County. At his time, it is recommended that this program be funded. A full	
description of the program is attached.	
<b>Total Requested</b>	<b>\$250,000</b>



# Grant Proposal & Project Budget

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**2020 Jefferson County Juvenile Probation  
IEA – Inspire, Encourage, Achieve  
Funding Proposal**

**Amount of Request: \$250,000**

**Purpose of Request:** Funds will be used by **IEA – Inspire, Encourage, Achieve (IEA)** to provide a multi-disciplinary response to crime and delinquency for juvenile **justice-involved youth who are under the supervision** of the **Jefferson County Juvenile Probation Department** and are **either in detention** at the Minnie Rogers Juvenile Justice Center (MRJJC) or on probation. **With Jefferson County Commissioners Court's current and past support**, the organization continues to achieve **significant outcomes in reducing recidivism rates (repeat offenses) by helping interrupt a path toward adult criminal behavior and instead preparing young people to become tax-paying citizens who are educated, civically engaged and workforce ready.**

**The work of IEA** has never been more critical as the **Covid-19 crisis** has left our youth **extremely vulnerable due to the lack of academic support, limited judicial and parental supervision, social isolation, lack of physical activity and restricted access to food, healthcare and other community resources.** The lifelong **mental health consequences**, especially for children in underserved communities who are often faced with **poverty, chronic traumas (such as sexual abuse, domestic violence, shootings, death of a parent or siblings, hurricanes and floods) will be severe.**

Since the program's inception more than **23** years ago, over **3,500 youth** (an average of **150 per year**) and their families have been impacted through direct services. The organization has received **much recognition for its efforts**, but the most powerful measure of its **success** is the many **testimonials** provided by **participants.** **As one young woman recently wrote, "You and IEA picked me up during a hard, hard time and helped me through it. Thank you for continuing the journey with me. I love and appreciate all of you so much."**

As we are anticipating an increase in the number of youth and their families who will need access to our services due to Covid-19, and therefore creating a necessary increase in the IEA annual budget for

innovative programming for these Jefferson County youth, the organization is seeking funding this year in the amount of **\$250,000** to focus its efforts on mitigating educational deficiencies, providing mental health services and also to support its continued coordination of programming at the MRJJC and through its **Ben's Kids Outreach Program**.

### History & Intervention Strategies

**IEA-Inspire, Encourage, Achieve** is a private non-profit organization operating in a unique partnership with the Jefferson County Juvenile Probation Department to reduce recidivism rates among juvenile offenders in Southeast Texas. Established in **1997** by **Regina Rogers** and the late **Julie Rogers**, IEA was founded in memory of the late **Ben Rogers** to perpetuate his legacy of **helping young people achieve dignity and respect through knowledge, compassion, understanding and love**. During that same time, **Regina has invested over \$4 million of her personal funds and an additional \$1.5 million of in-kind contributions**.

IEA focuses on **rehabilitation** by utilizing a variety of approaches with an emphasis on **reducing the impact of trauma**. **Every juvenile offender detained at the MRJJC** has an opportunity to benefit from **programming**, which includes **providing counselors for substance abuse and emotional problems** (contracts with licensed professional counselors **Robert** and **Linda White** for **weekly therapy sessions and individual counseling sessions with Walisha Blackmore, M.Ed., LPC**), **professional mentors, art therapy and literacy sessions (book club facilitators)** offered within an **institutional setting**. **These significant supportive efforts** help the youth learn how to alter thoughts and behaviors that lead to a cycle of incarceration and involvement in the adult criminal population.

**For the past four years, Regina has personally facilitated a weekly Saturday "You Can Change Your Life" Speaker Series** at which more than **150 prominent individuals** from the community have provided **powerful testimonials** that have had a major impact on the youth.

Also on alternating **Saturdays** is a **yoga instructor** whom Regina recruited and has been paying personally for the past several years to provide sessions for the youth and a **police officer** from the **Cops & Kids program** who regularly mentors and "works out" with them.

After youth have been detained, and also during pre- and post-adjudication, referrals are made by the Jefferson County Juvenile Probation Department to the **"Ben's Kids" outreach component** that consists of continuing interaction with the youth through **case management, counseling, academic support** (including **literacy, tutoring sessions and book club meetings**), **one-on-one mentoring, youth support groups, sober support/substance abuse recovery, group counseling, art therapy, Cops & Kids Mentoring Program, community service projects, job training** and other **enrichment opportunities**.

From services offered both to detainees and through outreach, IEA empowers juvenile justice-involved youth to **adopt law-abiding lifestyles** by **offering alternatives to criminal behavior** and **increasing access to mental health and personal development opportunities**.

Last year, IEA (the only organization of its kind in Texas) extended a rescuing hand to more than **300 youth**, **71** who were served through outreach in **Ben's Kids**; **177** others who were in detention and provided **mentoring and counseling** at the **MRJJC** (**52 children** who benefited from **weekly substance abuse and anger management sessions** through contracts with **Robert and Linda White** and **88 hours of individual counseling sessions** with **Walisha Blackmore**); and a third group and their parents (**67**) who participated in the **Parent Project**, a **10-week parenting education and support group**. This endeavor, which offers **spring, summer and fall parenting classes** throughout the **year**, provides **home visits, family nights and experiential exercises to parents** of juvenile justice-involved youth and **their siblings**, as well as parents of youth who are at-risk of delinquency and who benefit from a supportive network of resources that enable them to strengthen their parenting skills and develop stronger support systems.

Also as part of IEA's outreach, **35** children participated in **Cops & Kids** mentoring and work-out sessions during the year, and **30** benefited from **literacy and book club classes**.

For the past **20 years** IEA has hosted more than **600 children** in its annual **Camp Bright Star** summer enrichment camp which focuses on literacy, STEM programming, job training and character enrichment.

In partnership with Jefferson County Juvenile Probation, IEA has facilitated **Global Youth Service Project** for 12 years, providing over **400** youth with the opportunity to give back to the community and learn about various issues, including veteran affairs, sex trafficking, homeless population and challenges surrounding drug abuse.

**Of the 71 youth who were enrolled in IEA's outreach program for comprehensive services while on juvenile probation, recidivism rates were low with 67 of them not being detained at the MRJJC for a new criminal offense and only 4 returning.**

**As is apparent, IEA's holistic approach to programming and family support year after year has continually reduced the rate of recidivism and enabled probation officers to work more effectively with the youth.**

In an article of a local publication, Juvenile Court **Judge Larry Thorne** stated, "I serve on an advisory board for Texas juvenile probation, and I'm aware of the scarcity of funds for kids that are in trouble or close to being in trouble, and **IEA is the gap filler in our community. Their success rate is incredible. There is hardly any recidivism with kids; there is nothing close to that in the state.**" When IEA receives funds, the organization measures its impact by tracking recidivism rates, the number of youth who successfully complete juvenile probation and the number of youth who acquire educational and employment skills; and monitors the character qualities that are strengthened and developed in each child as a result of participation in the programs offered."

### **IEA Programming Costs**

**IEA is the only non-profit organization in Southeast Texas whose budget is dedicated to providing a rehabilitative and therapeutic response to address trauma, hardships and disadvantages of juvenile justice-involved youth, as well as those who are at-risk for delinquency.**

The resilience demonstrated by youth whose lives have been marked by challenges but were able to triumph over difficult situations, as a result of caring and supportive members of our community who believed in their potential, has been supported largely by opportunities made available from

**grants, sponsors, donated services, in-kind contributions, volunteers and generous funding from Jefferson County.**

IEA has been endorsed by key stakeholders throughout the region, including **Beaumont Police Chief James Singletary, Port Arthur Police Chief Tim Duriso** and **Jefferson County Sheriff Zena Stephens**. Each has said:

"One of the most troubling issues we face today is the **increasing number of juveniles who are involved in committing violent crimes**. We are fortunate to have a very successful partnership with IEA and more than **15 officers** dedicated to mentoring youth on probation and in detention through our **Cops & Kids** initiative. These weekly efforts during the year are vital as we focus on helping rehabilitate youth and deter them from committing further criminal acts." - **Beaumont Police Chief James Singletary**

"Several of our PAPD officers and I have been involved with IEA, an organization that is continuing to have a major impact and offers hope for youth who have a lot of challenges. More than a third of the young people they work with are from Port Arthur. We look forward to further collaboration and especially now with additional challenges in our community from COVID-19 to help provide mentoring and other services that will discourage these kids from committing crimes and entering the adult criminal population." - **Port Arthur Police Chief Tim Duriso**

"IEA is a necessary partner for the criminal justice system. The service they provide to our juvenile population gives hope to many who are victims of circumstances beyond their control." - **Sheriff Zena Stephens**

### **Community Collaborations**

IEA continues to sustain its collaborative efforts with community-based partners that offer pro-social and wellness experiences – including those offered by **Recovery Council of Southeast Texas Right Choice Adolescent Treatment Program, Spindletop Center, Catholic Charities, Lamar Institute of Technology (LIT) and Opportunity Now** that offer vocational training, **Bettina Evans Catering (formerly Bettie Jean's Homestyle Cooking) and Culinary Program**, and the **Beaumont Police Department's Cops & Kids Fitness Center (equipped with a boxing ring and exercise equipment personally provided by Regina and adjacent to the IEA office; the fitness center's monthly mortgage interest and**

principal of \$2,550, including taxes and insurance, is paid for by Regina).

More than 100 Jefferson County youth on probation have completed community service projects at **The Giving Field** and served as waitstaff at the organization's annual fundraiser. Founder and Director Sharon Begnaud recently stated, "The IEA kids have been an important part to the success of The Giving Field since day one. Their monthly attendance at the garden brings such joy to our program. The kids are always eager to get their hands dirty by digging in the soil to plant, weed, harvest or do whatever is needed to help their community. It is a beautiful thing to witness as the kids work together to help the less fortunate people in our community."

**In collaboration with Jefferson County Juvenile Probation, IEA is fortunate to have a strong coalition of partners that recognize the value of its work in transforming the lives of disadvantaged youth.**

### Summary

IEA is seeking funding from Jefferson County to help provide innovative intervention services for juvenile offenders detained at the MRJJC and those under supervision by the Jefferson County Juvenile Probation Department. **The organization's rehabilitative strategy provides a direct economic benefit to Southeast Texas**, as it helps **reduce recidivism rates** and the **cost of detaining youth for future violations**, which often lead to their incarceration as adults.

As a community-based provider for the **Jefferson County Juvenile Mental Health Court Program** and **an intervention option that is highly utilized by Jefferson County Juvenile Probation**, IEA continues to provide services to youth with histories of disappointing and discouraging life experiences and loose or absent connections to community-based support systems (i.e., church, enrichment activities, service organizations, etc.)

**Findings from an internal analysis (conducted by the Jefferson County Juvenile Probation Department) for the purpose of assessing the impact of outreach services offered by IEA to juvenile offenders revealed: Of the 229 juvenile offenders served by IEA in outreach over a three-year period, 79% did not have a negative outcome. A total of 17.9% would have been sent to an alternative placement or TYC had IEA not been a resource.**

**IEA has been able to demonstrate a return on investment from the funding in past years from Jefferson County.** In addition to motivating many **youth to achieve a high school diploma** while enrolled in the organization's outreach program, **IEA provides job training opportunities** that equip youth with skills that increase their marketability for employment. **Chef and Caterer Bettina Evans**, who has collaborated with IEA through her culinary arts program, has **personally mentored more than 75 youth**, many of whom have been able to **obtain employment at restaurants following their vocational training.**

**A recent example** of the life-changing work IEA is doing is the case of a **15-year old male**, D. Williams, who was being sentenced and about to be sent to TJJD until **Regina offered support from IEA.** **For one year, the young man participated in IEA activities, in which he excelled, as he was taught to recognize his own value and encouraged to change his life; he is now off probation and currently not exhibiting any behavior problems.**

With an average of **11 juvenile offenders per year** being kept from placement as a result of IEA's comprehensive services, **taxpayers have been potentially saved at least \$188,100 per year.** When factoring the cost of incarceration for one juvenile offender, there is an additional expense that escalates to nearly **\$100,000 or more annually.** Jefferson County Juvenile Probation Department estimated several years ago that **IEA had potentially saved Jefferson County and the State of Texas more than \$300,000 annually,** and this number currently is probably **\$400,000 or more.**

**In sum, an investment of time and resources to support IEA's intervention efforts in the community is far less expensive than the costs associated with their residential placement and incarceration.**

In 2017, **the House of Representatives of the 85th Legislature passed a resolution to commemorate the organization's 20th anniversary.** Now in its **23rd** year of leading efforts of youth advocacy and civic action to help young people transform hardships into hope, **IEA is fortunate to have Jefferson County as an unwavering supporter.**

## IEA – Inspire, Encourage, Achieve • Project Budget

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Executive Director	Provides leadership and day-to-day oversight of IEA's operations to ensure that service-delivery and administrative tasks of the project are completed within guidelines that are consistent with achieving and/or furthering the organization's mission.	\$55,000	\$35,000	\$20,000
Counseling & Case Management	Counseling and Case Management with transitional services that connect youth to school and community-based resources.	\$45,000	\$35,000	\$10,000
Professional Mentors	Professional Mentors for youth served at the Minnie Rogers Juvenile Justice Center and in Ben's Kids Outreach Program.	\$45,000	\$30,000	\$15,000
Service Coordinators	Two service coordinators (one bilingual) to assist counseling, mentoring and case management staff in providing and coordinating pro-social activities for youth and family support sessions for parents.	\$55,000	\$35,000	\$20,000
Counseling and Consulting Services	Counseling and consulting services provided by licensed professionals. Counselors offer individual and group counseling sessions for youth as well as for parents.	\$40,000	\$25,000	\$15,000
Academic Support	Educational specialist assesses and evaluates academic strengths as well as challenges of youth experiencing difficulties in school; Educational coaches work in collaboration with educational specialists to address foundational learning problems, provide specialized tutoring and facilitate academic motivation experiences that help youth correlate their learning to specific career clusters.	\$40,000	\$30,000	\$10,000

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Development Associate	Works closely with executive director to provide overall leadership, program development, financial administration, fiscal reporting and management of IEA's institutional and outreach programming for juvenile offenders and their families.	\$36,000	\$15,000	\$21,000
Project Supplies	Office supplies and materials associated with service delivery (including uniform shirts for job training)	\$20,000	\$3,000	\$17,000
Transportation	Fuel and mileage associated with assisting youth with accessing community-based resources and support (including counseling and pro-social activities)	\$18,000	\$12,000	\$6,000
Operating Expenses	Expenses associated with IEA's lease, utilities, facility maintenance, business insurance and other related operating costs are projected at approximately \$200,000 annually. It is estimated that approximately 20% of the organization's operating expenses will be attributed to this project.	\$40,000	\$30,000	\$10,000
	<b>Total</b>	<b>\$394,000</b>	<b>\$250,000</b>	<b>\$144,000</b>

## IEA – Inspire, Encourage, Achieve

## Balance Sheet

January through December 2019

Jan – Dec 19 – Accrual Basis

	<u>Dec 31, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1010 · Checking	109,839.07
1060 · Petty Cash	<u>200.00</u>
Total Checking/Savings	110,039.07
Accounts Receivable	
1250 · Unconditional Promise To Give	<u>257,303.69</u>
Total Accounts Receivable	257,303.69
Other Current Assets	
1310 · Prepaid Insurance Expense	<u>4,669.75</u>
Total Other Current Assets	<u>4,669.75</u>
Total Current Assets	372,012.51
<b>Fixed Assets</b>	
1400 · Accumulated Amortization	-7,355.00
1500 · Office Equipment - Computers	2,799.96
1510 · Software	7,355.00
1540 · Vehicles	65,554.92
1560 · 11th St Bldg CIP	37,553.54
1570 · 11th St Bldg Equipment	6,911.00
1580 · 11th St. Bldg Improvements	<u>47,992.00</u>
Total Fixed Assets	160,811.42
<b>Other Assets</b>	
1610 · Accumulated Depreciation	119,027.05
1640 · Office Equipment	<u>14,204.36</u>
Total Other Assets	<u>104,822.69</u>
<b>TOTAL ASSETS</b>	<u><u>428,001.24</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2010 · Accrued payroll	7,261.63
2050 · Regina Rogers Loan	20,000.00
2060 · MECHIA Foundation Loan	8,000.00

2100 · Payroll Liabilities	<u>176.31</u>
Total Other Current Liabilities	<u>35,437.94</u>
Total Current Liabilities	<u>35,437.94</u>
Total Liabilities	<u>35,437.94</u>
Equity	
3800 · Temp restricted net assets	339,286.76
3900 · Retained Earnings Net Income	13,538.95
	<u>39,737.59</u>
Total Equity	<u>392,563.30</u>
TOTAL LIABILITIES & EQUITY	<u><u>428,001.24</u></u>

3:30 PM

05/20/20

Accrual Basis

**IEA - Inspire, Encourage, Achieve**  
**Balance Sheet**  
 As of April 30, 2020

	Apr 30, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · Checking	47,033.48
1060 · Petty Cash	200.00
Total Checking/Savings	47,233.48
Accounts Receivable	
1250 · Unconditional Promise To Give	257,303.69
Total Accounts Receivable	257,303.69
Other Current Assets	
1310 · Prepaid Insurance Expense	4,669.75
Total Other Current Assets	4,669.75
Total Current Assets	309,206.92
Fixed Assets	
1400 · Accumulated Amortization	-7,355.00
1500 · Office Equipment - Computers	2,799.96
1510 · Software	7,355.00
1540 · Vehicles	65,554.92
1560 · 11th St Bldg CIP	37,553.54
1570 · 11th St Bldg Equipment	6,911.00
1580 · 11th St. Bldg Improvements	47,992.00
Total Fixed Assets	160,811.42
Other Assets	
1610 · Accumulated Depreciation	-119,027.05
1640 · Office Equipment	14,204.36
Total Other Assets	-104,822.69
<b>TOTAL ASSETS</b>	<b>365,195.65</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · Accrued payroll	7,261.63
2060 · MECHIA Foundation Loan	8,000.00
2100 · Payroll Liabilities	72.07
Total Other Current Liabilities	15,333.70
Total Current Liabilities	15,333.70
Total Liabilities	15,333.70
Equity	
3800 · Temp restricted net assets	339,286.76
3900 · Retained Earnings	53,109.97
Net Income	-42,534.78
Total Equity	349,861.95
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>365,195.65</b>

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05/20/20

Accrual Basis

**IEA - Inspire, Encourage, Achieve**  
**Profit & Loss**  
 January through April 2020

	Jan - Apr 20
<b>Income</b>	
4000 · Income Received	
4010 · Donations	
4020 · MECHIA Foundation	1,514.62
4010 · Donations - Other	457.54
<b>Total 4010 · Donations</b>	<b>1,972.16</b>
<b>Total 4000 · Income Received</b>	<b>1,972.16</b>
4009 · Dividends	
4050 · Pledges	1,123.14
4065 · City of Beaumont	0.00
<b>Total 4050 · Pledges</b>	<b>0.00</b>
4100 · Grants/Foundations	
4107 · City of Beaumont	
4120 · HEB Grocery Co.	20,000.00
4122 · Hebert Foundation	2,500.00
4141 · Sempra Grant	25,000.00
4152 · Maloney Family Foundation	15,000.00
4180 · Save the Children	500.00
4185 · Cheniere Cares Foundation	15,059.00
<b>Total 4100 · Grants/Foundations</b>	<b>93,059.00</b>
4900 · SBA EIDL Advance	10,000.00
<b>Total Income</b>	<b>106,154.30</b>
<b>Gross Profit</b>	<b>106,154.30</b>
<b>Expense</b>	
10000 · Program Services Expenses	0.00
6000 · Administration/General	
6101 · 11th St. Building Expenses	
6105 · Building Maintenance/Supplies	168.44
6110 · Lawn Service/Landscaping	425.00
6111 · Lease	
6112 · RKJ	2,550.00
<b>Total 6111 · Lease</b>	<b>2,550.00</b>
6115 · Security	242.00
6118 · Utilities - 11th St.	930.41
<b>Total 6101 · 11th St. Building Expenses</b>	<b>4,315.85</b>
6215 · Bank Charge	11.36
6222 · Computer	15.36
6230 · Contract Labor	1,153.86
6239 · Dues, Subscriptions&Publication	92.50
6245 · Equipment, Office	10.43
6300 · Insurance	
6302 · Insurance - Auto	1,340.80
6305 · Insurance, Bus	775.70
6308 · Insurance, Health	3,731.07
<b>Total 6300 · Insurance</b>	<b>5,847.57</b>
6356 · Office Expense	264.62
6387 · Paypal Fee	125.80
6450 · Payroll	
6452 · Administrative Wages	21,249.29

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05/20/20

Accrual Basis

**IEA - Inspire, Encourage, Achieve**  
**Profit & Loss**  
 January through April 2020

	Jan - Apr 20
6460 · Payroll Tax Expense	5,885.89
<b>Total 6450 · Payroll</b>	<b>27,135.18</b>
6528 · Printing & Reproduction	103.00
6544 · Professional Fees	564.00
6671 · Storage	380.00
6701 · Supplies, Miscellaneous	2.20
6740 · Supplies, Office	73.29
6802 · Telephone	0.00
6803 · Cell Phone	296.96
6802 · Telephone - Other	0.00
<b>Total 6802 · Telephone</b>	<b>296.96</b>
<b>Total 6000 · Administration/General</b>	<b>40,391.98</b>
7000 · Ben's Kids Out-Reach Program	
7100 · Auto Fuel	
7105 · Auto Insurance	445.55
7111 · Auto Maintenance	5,363.20
7200 · Ben's Kids Insurance	65.30
7204 · Bus. Insurance	4,151.20
<b>Total 7200 · Ben's Kids Insurance</b>	<b>4,151.20</b>
7250 · Building Maintenance BK	103.20
7412 · Client Assistance	3,973.98
7436 · Computer	204.72
7438 · Consultant	1,085.00
7441 · Contract Labor	4,615.38
7541 · Equipment	41.72
7556 · Food	1,766.52
7562 · Gifts & prizes	200.00
7598 · Lease RKJ (11th St)	10,200.00
7623 · Membership Dues	883.50
7628 · Mentoring	150.00
7638 · Training	150.00
<b>Total 7628 · Mentoring</b>	<b>150.00</b>
7670 · Mileage	3,758.58
7691 · Office Expense, Supplies	503.24
7710 · Parent Project	248.68
7714 · Food	440.00
7710 · Parent Project - Other	688.68
<b>Total 7710 · Parent Project</b>	<b>688.68</b>
7726 · Audio/Video/Photography	1,075.00
7727 · Postage	10.00
7729 · Printing	1,891.09
7734 · Professional Development	14.00
7736 · Professional Fees	2,256.00
7741 · Program Supplies	158.71
7828 · Scholarship	2,000.00
7830 · Staff	40,899.04
7852 · Storage	1,520.00
7854 · Supplies	2,777.83
7900 · Telephone	2,107.54
7970 · Utilities (11th St)	2,060.20
<b>Total 7000 · Ben's Kids Out-Reach Program</b>	<b>94,969.18</b>

3:29 PM  
05/20/20  
Accrual Basis

IEA - Inspire, Encourage, Achieve  
Profit & Loss  
January through April 2020

	Jan - Apr 20
8000 · Fundraising Expense	
8012 · Fundraising Payroll	0.00
Total 8000 · Fundraising Expense	0.00
9000 · Juvenile Detention Programs	
9100 · Computer	35.84
9183 · Counselor	175.00
9400 · J D Insurance	
9410 · Insurance, Bus	262.10
Total 9400 · J D Insurance	262.10
9600 · MRJJC Salaries	12,854.98
Total 9000 · Juvenile Detention Programs	13,327.92
Total Expense	148,689.08
Net Income	-42,534.78

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

**ACCOUNT 30-84 MINOR EQUIPMENT** (List out any equipment under \$5,000. Do not list any computers here even if under \$5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
2 – Industrial fans @ \$356.00 each	\$1,068.00
2 – Wet/Dry Vacs @ \$55.00 each	\$110.00
10 - Kenwood TK 3360-LAKVP @ \$360.00 each	\$3,600.00
2 – Air Mover Blowers @ \$130.00 each	\$260.00
2 – Vacuum cleaners @ \$425.00each each	\$850.00
2 – Office Chairs @300.00 each	\$600.00
5 – Employee Recognition Plaques @ \$50.00 each	\$250.00
2 – Employee Recognition Plaques @ \$105.00 each	\$210.00
<b>Total Requested</b>	<b>\$6,948.00</b>

**M & D SUPPLY INC BEAUMONT**  
**4580 COLLEGE STREET**  
**BEAUMONT, TEXAS 77707**  
**WWW.MDSUPPLY.COM**  
**PHONE: (409) 842-2731**  
 Remit Pmt To: 855 S. 23rd St.  
 Beaumont, TX 77707

CUST NO: 2816    JOB NO: 000    PURCHASE ORDER:    REFERENCE:

TERMS: NET 15TH FOLLOWING    CLERK: MELANIEC3    DATE / TIME: 5/12/20 9:11

SOLD TO:  
 JEFFERSON COUNTY COURT HOUSE  
 AUDITORS OFFICE-ACCTS PYBLE  
 1149 PEARL STREET, 7TH FLOOR  
 BEAUMONT TX 77701-3619

SHIP TO:

EXP. DATE: 5/13/20

TERMINAL: 563

SALESPERSON: IS INSIDE SALES  
 TAX: 001 BEAUMONT

**ESTIMATE: 831564/1**

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/ PER	EXTENSION
1		2	EA	2800175	WETDRY VAC 5G 2HP GRY	55L05	2	54.99 /EA	109.98 N
2		2	EA	4892618	AIR MOVER BLOWER RED	SEASN	2	129.99 /EA	259.98 N
3		3	EA	112-8842	MAXX AIR 42" BARREL FAN	SO	3	355.99 /EA	1,067.97 N

(DENNIS)

TAXABLE 0.00  
 NON-TAXABLE 1437.93  
 SUBTOTAL 1437.93

TAX AMOUNT 0.00

**TOTAL 1437.93**

TOT WT: 67.80

X \_\_\_\_\_  
 Received By

**United Communications Inc.**  
 5615 College St. / Beaumont, TX 77707  
 Phone - (409) 842-3790 / Fax - (409) 842-1991  
[Lindasterling1@yahoo.com](mailto:Lindasterling1@yahoo.com)

May 4, 2020

Jefferson County Juvenile  
Hwy. 69 South  
Beaumont, Texas

Attn: Dennis Copeland

Dear Dennis

This is the pricing, which you requested, for the Kenwood TK-3360 UHF Portable Radios.

	<u>Each</u>	<u>Total</u>
10 – Kenwood TK-3360-LAKVP UHF Portable Radio w/ Antenna, Battery, Belt Clips, Desk Chargers and Programming.	\$360.00	\$3600.00

<b>Total Purchase Price</b>	<b>\$3600.00</b>
-----------------------------	------------------

If you have any questions about this quote, or any other type of Mobile Communication needs, Please don't hesitate to give me a call.

Thanks,

Linda Sterling

Thomasville® Edinger Big And Tall Bonded Leather High-Back Chair, Brown/Dark Brown Item # 3868754



~~\$399.99~~ each (Reg)  
**\$299.99 Sale (Save \$100)**  
How To Receive It:  
Free delivery  
Next Business Day Delivery  
Free Store Pickup in 1 Hour ⓘ  
Sold in stores  
Check your store availability



**Description**

Big and tall office chairs can make all the difference in your level of comfort. Make sitting at your desk more enjoyable with this Thomasville Edinger Big And Tall Executive Chair. Switching positions for typing, creating presentations and meeting with prospective clients is a snap thanks to the assortment of

# VACUUM CITY

1433 S. HWY 69  
NEDERLAND, TX 77627  
409-721-6760/ 409-727-1002

JEFFERSON COUNTY JUVENILE 23030  
5326 HWY 69 SOUTH

BEAUMONT, TX 77705  
(409)-722-7474

Page 1 Lines 5

Sold by: Marga Tuesday 05/12/2020 10:38 am-16 Invoice QUOTE  
\*\*\*\* Price QUOTE ONLY \*\*\*\* NOT AN INVOICE! \*\*\*\* Price QUOTE ONLY \*\*\*\*

Item Number	Description	Qty	Price	Ext Price
CR91A 019930	VACUUM CITY CIRRUS COMMERCIAL CR910 1 YEAR WARRANTY	2	\$ 425.00	850.00
640671857703	VACUUM CITY RICCAR 2000/4000 BAGS 50 FT COMMERCIAL CORD CIRRUS CR9100 COMMERCIAL	2	\$ 0.00	0.00

```

***** PRICE QUOTE #1619 *****
* JEFFERSON COUNTY JUV. *
* Subtotal --> $ 850.00 *
* NO TAX *
* Total --> $ 850.00 *
*****

```

\*\*\*\* Price Quote ONLY! NOT invoice \*\*\*\*







# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30<sup>th</sup> day of June, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, Sammy B. Mills**, has devoted 27 years and 1 month of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Sammy B. Mills**, has dedicated his talents and services as a Corrections Officer, Sergeant, Lieutenant, in the Correctional Facility for the Jefferson County Sheriff's Office; and

**WHEREAS, Sammy B. Mills**, has pledged his services as a Corrections Officer, Sergeant, Lieutenant, at the Jefferson County Correctional Facility, which includes supervising staff in the Jefferson County Correctional Facility, as well as following policies, procedures, rules and regulations for the care and custody of inmates, also responding to an emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

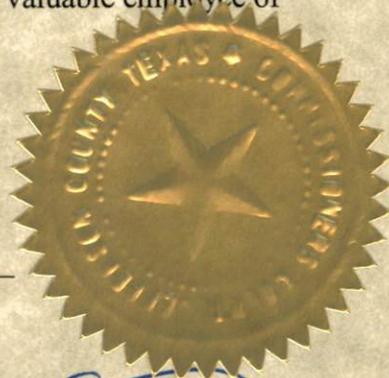
**WHEREAS**, through hard work and commitment to excellence, **Sammy B. Mills**, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **Sammy B. Mills**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Sammy B. Mills**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 30<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



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**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

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

**Special, June 30, 2020**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, June 30, 2020