

*Notice of Meeting and Agenda and Minutes  
April 20, 2021*

**SPECIAL, 4/20/2021 10:30:00 AM**

BE IT REMEMBERED that on April 20, 2021, 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 Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Theresa Goodness , County Clerk

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

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Jeff R. Branick, County Judge  
Vernon Pierce, Commissioner, Precinct One  
Darrell Bush, 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**  
**April 20, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **20th day of April 2021** 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:

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 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #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: Vernon Pierce, Commissioner, Precinct One**

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

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**PURCHASING:**

1. Consider and approve specifications for Request for Proposals (RFP 21-024/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318 - 326.

**SEE ATTACHMENTS ON PAGES 11 - 64**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve a bid due date extension for Invitation for Bid (IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office from 11:00 am on Wednesday, April 28, 2021 to 11:00 am on Wednesday, May 12, 2021.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve bid due date extension for Invitation for Bid (IFB 21-021/JW) Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office from 11:00 am on Wednesday, April 28, 2021 to 11:00 am on Wednesday, May 12, 2021.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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4. Execute, receive and file a renewal for (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control for a fourth and final one (1) year renewal with Clarke Mosquito Control Products, Inc., Nutrien Ag Solutions, Inc., Pro Pest and Lawn Store, Target Specialty Products, and Univar USA from March 29, 2021 through March 28, 2022 with a proposed price increase on item #1 from \$26.73 per gallon to \$27.98 per gallon, item #3 from \$11.74 per gallon to \$14.00 per gallon, and item #9 from \$92.00 per gallon to \$125.30 per gallon; as shown on Attachment A. Price increases are due to increased costs from the manufacturers.

**SEE ATTACHMENTS ON PAGES 65 - 71**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

**SEE ATTACHMENTS ON PAGES 72 - 73**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Pierce, 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 - 77**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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7. Consider and approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, May 1, 2021 at 9:00 A.M.

**SEE ATTACHMENTS ON PAGES 78 - 80**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

8. Consider and approve budget amendment – Jail – additional cost for housing of inmates.

120-3062-423-5081	RELIEF-BOARD & LODGING	\$85,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$85,000.00

**SEE ATTACHMENTS ON PAGES 81 - 81**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

9. Consider and approve budget amendment – Road & Bridge Pct.3 - additional cost for summer help.

113-0302-431-1005	EXTRA HELP	\$9,600.00	
116-0604-452-5099	MISCELLANEOUS		\$9,600.00

**SEE ATTACHMENTS ON PAGES 82 - 82**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

10. Consider and approve budget amendment – General Services – additional cost for termination allowance.

120-1024-419-1099	TERMINATION ALLOWANCE	\$290,000.00	
120-1024-419-2001	F.I.C.A. EXPENSE	\$22,100.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	\$58,100.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$263,549.00

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110-2027-412-5055	PETIT JURORS		\$106,651.00
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**SEE ATTACHMENTS ON PAGES 83 - 83**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

11. Consider and approve budget transfer – Constable Pct.1 – purchase of reflective jackets & uniforms.

120-3065-425-3017	CLOTHING	\$2,500.00	
120-3065-425-1098	OVERTIME ALLOWANCE		\$2,500.00

**SEE ATTACHMENTS ON PAGES 84 - 84**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

12. Consider and approve budget transfer – County Court at Law II – purchase of two laptops.

120-2052-412-6002	COMPUTER EQUIPMENT	\$2,600.00	
120-2052-412-5073	TRANSCRIPT TESTIMONY		\$2,600.00

**SEE ATTACHMENTS ON PAGES 85 - 85**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

13. Regular County Bills – check #481554 through checks #481841.

**SEE ATTACHMENTS ON PAGES 86 - 95**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

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**COUNTY COMMISSIONERS:**

14. Consider and possibly approve a Resolution for Surviving Parents of Southeast Texas.

**SEE ATTACHMENTS ON PAGES 96 - 96**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

15. Consider, possibly approve, receive and file Amended 2021 Records Management Order for Jefferson County pursuant to Government Code Section 441.158 and Chapter 552 (Public Information Act.)

**SEE ATTACHMENTS ON PAGES 97 - 101**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

16. Receive and file executed Right of Entry for Survey and Exploration of the Department of the Army, DACW64-9-21-5176, PID 85096, Internal ID 2021-85096.

**SEE ATTACHMENTS ON PAGES 102 - 106**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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17. Consider and possible approve exempting the following groups from paying for security during their scheduled events, when using the Jury Impaneling Room, for the year 2021: Dispute Resolution Center- Election School -Family Services- Jefferson County Bar Association- Jefferson County Democratic Party -Jefferson County Republican Party- Jefferson County Libertarian Party- Jefferson County Green Party - Jefferson County Clerk's office for meetings and training related to Elections- Jefferson County Coalition for Victims of Crime- Jefferson County Deputy Constable Association-and Jefferson County District Clerk's office for Passport Day. The security expense will be paid via budgeted Courthouse Security Fee fund.

**SEE ATTACHMENTS ON PAGES 107 - 107**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

18. Receive and file Drainage District #6 Board of Directors Oaths of Office and Statements for Joshua W. Allen Sr., Anthony ' Tony' Malley III, Bernie Daleo, Charles 'Chuck' Kiker III, and Charles 'Chuck' Guillory.

**SEE ATTACHMENTS ON PAGES 108 - 122**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ADDENDUMS**

19. Consider, possibly approve and authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur for unsafe property located at 4448 Lewis Drive, Port Arthur 77641.

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**SEE ATTACHMENTS ON PAGES 155-161**

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**ENGINEERING:**

20. Execute, receive and file Utility Permit 06-U-21 to AT&T for the placement of fiber optic cable for cell tower located on 10948 E. Clubb Road located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 123 - 134**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

21. Receive and file executed Right of Entry for Survey and Exploration of the Department of the Army, DACW64-9-21-5739, PID 85107, Internal ID 2022-85107.

**SEE ATTACHMENTS ON PAGES 135 - 142**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

22. Execute, receive and file Easement Agreement with Texas Gas Service for the distribution of natural gas along Tract 5B, replat of part of Lots 5 through 10, Block 152, in the City of Port Arthur, Jefferson County, Texas. This project is located in Precinct 3.

**SEE ATTACHMENTS ON PAGES 143 - 151**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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**RISK MANAGEMENT:**

23. Consider and possibly approve Aircraft and Chemical Application Liability Endorsements, for adding the Mosquito Control aircraft to the current Aviation Insurance policy with Ace American Insurance Company, effective April 24, 2021, at an additional premium of \$6,532.00.

**SEE ATTACHMENTS ON PAGES 152 - 154**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, 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 Request for Proposal

April 20, 2021

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 21-024/YS, FEMA Grant Management and Insurance Advisory Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

PROPOSAL NAME:	FEMA Grant Management and Insurance Advisory Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326
PROPOSAL NO:	RFP 21-024/YS
DUE DATE/TIME:	11:00 AM CT, Wednesday, May 26, 2021
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 proposal submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

**Respondents are strongly encouraged to carefully read the entire invitation.**

  
Deborah L. Clark

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

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### **Proposal Submissions:**

**Offeror is responsible for submitting:**

- **One (1) Original Response Copy and five (5) Numbered Response Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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

## Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE**

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

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

**Please read the “Proposal Submittal Checklist” included in this package.**

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

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

## **Section 1. Introduction to Offerors**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for FEMA Grant Management and Insurance Advisory Services for Jefferson County.

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

### **1.1 Vendor Instructions**

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

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

### **1.2 Governing Law**

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

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

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

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

### **1.4 Notification of Most Current Address**

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

### **1.5 Proposal Preparation Cost**

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

### **1.6 Signature of Proposal**

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

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

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

## **1.7 Economy of Presentation**

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

## **1.8 Proposal Obligation**

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

## **1.9 Incorporation by Reference and Precedence**

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

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

## **1.10 Governing Forms**

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

## **1.11 Implied Requirements**

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

## **1.12 Compliance with RFP Specifications**

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

### 1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

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

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

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

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

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

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

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

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

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

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

## 1.15 Emergency/Declared Disaster Requirements

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

## 1.16 Evaluation

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

## 1.17 Withdrawal of Proposal

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

## 1.18 Minority-Women Business Enterprise Participation

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

## 1.19 Award

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

## 1.20 Ownership of Proposal

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

## 1.21 Disqualification of Offeror

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

## 1.22 Contractual Development

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

## 1.23 Assignment

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

## 1.24 Contract Obligation

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

## 1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

## 1.26 Inspections

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

## 1.27 Testing

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

## **1.28 Loss, Damage, or Claim**

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

## **1.29 Taxes**

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

## **1.30 Non-Discrimination**

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

## **1.31 Conflict of Interest**

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

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

## **1.32 Waiver of Subrogation**

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

## **1.33 Acknowledgment of Insurance Requirements**

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

## **1.34 Insurance**

The contractor (including any and all subcontractors as defined in Section 1.35.1.3 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 Below)

### 1.35 Workers' Compensation Insurance

1.35.1 Definitions:

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

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

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

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

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

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

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

- 1.35.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 1.35.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.35.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.35.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.35.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.35.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.35.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed

with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.35.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## 1.36 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CT, Wednesday, May 26, 2021, to:

**Jefferson County Purchasing Department**  
**Attention: Deborah L. Clark, Purchasing Agent**  
**1149 Pearl Street, 1<sup>st</sup> Floor**  
**Beaumont, Texas 7701**

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

### County Holidays – 2021:

<b>January 18, 2021</b>	Martin Luther King, Jr. Day	Monday
<b>February 15, 2021</b>	President's Day	Monday
<b>April 2, 2021</b>	Good Friday	Friday
<b>May 31, 2021</b>	Memorial Day	Monday
<b>July 5, 2021</b>	Independence Day	Monday
<b>September 6, 2021</b>	Labor Day	Monday
<b>November 11, 2021</b>	Veteran's Day	Thursday
<b>November 25 &amp; 26, 2021</b>	Thanksgiving	Thursday & Friday
<b>December 23 &amp; 24, 2021</b>	Christmas	Thursday & Friday
<b>December 31, 2021</b>	New Year's	Friday

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

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

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

### Offeror is responsible for submitting:

- One (1) Original Response Copy and five (5) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that 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/>

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

### **1.37 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency**

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

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

### **1.38 Questions**

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

### **1.39 Tentative Schedule of Events**

April 20, 2021	Issuance of Request for Proposal
May 26, 2021	Deadline Submission (late proposals will not be considered)
May 27, 2021	Proposals distributed to Evaluation Committee
June 2, 2021	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
June 4, 2021	Conduct Interview/Best and Final Offer/Short List
June 15, 2021	Recommendation for Award

**Please note:**

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

## Section 2. Federal Emergency Management Agency (FEMA) MANDATED CONTRACT PROVISIONS

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### 1. REMEDIES

- a. Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability.** This requirement applies to all FEMA grant and co-operative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- a. Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.**
  - i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

**During the performance of this contract, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.

(5) The 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.

(6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

**a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b. Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

**c. Requirements.** If applicable, the non-Federal entity must do the following:

**i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**ii.** Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to FEMA.

**iii.** Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

#### **COMPLIANCE WITH THE DAVIS-BACON ACT:**

**a.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

**b.** Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

**c.** Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a. Standard.** Recipient and subrecipient contracts must include a provision for compliance 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").

**b. Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c. Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

### **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":**

**a. Contractor.** The 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 contract.

**b. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts 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 prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**c. Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**a. Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b. Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

**(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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** Jefferson County 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 (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a. Standard.** If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b. Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**c. Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a. Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b. Applicability.** This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

### **CLEAN AIR ACT:**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **FEDERAL WATER POLLUTION CONTROL ACT:**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

**a. Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

### **c. Requirements.**

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded

by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

**iii.** Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

### **SUSPENSION AND DEBARMENT:**

(1) This contract 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's 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 the County. 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. BYRD ANTI-LOBBYING AMENDMENT**

**a. Standard.** 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

**c. Required Certification.**

If applicable, contractors must sign and submit to the non-Federal entity the **Certification Regarding Lobbying Form** included within these bid specifications.

## 11. PROCUREMENT OF RECOVERED MATERIALS

**a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b. Applicability.** This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

**c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following:

### 1. ACCESS TO RECORDS

**a. Standard.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

### ACCESS TO RECORDS:

**The following access to records requirements apply to this contract:**

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The 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) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 2. CHANGES

**a. Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

**b. Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 3. DHS SEAL, LOGO, AND FLAGS

**a. Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

**b. Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

## 4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

**a. Standard.** The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

**b. Applicability.** FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.** The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 5. NO OBLIGATION BY FEDERAL GOVERNMENT

**a. Standard.** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

**b. Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”**

## **6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

**a. Standard.** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**b. Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**“The 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.”**

### **3. Response Format**

#### **3.1 Introduction**

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

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

#### **3.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

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

#### **3.3 Transmittal Letter**

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

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

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

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

### 3.4 Executive Summary

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

### 3.5 Table of Contents

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

### 3.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

### 3.7 Conflict of Interest

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

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

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

### **3.8 Confidential/Proprietary Information**

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

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

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

## **4. Proposal Submittal**

The Proposal is due no later than 11:00 AM CT, Wednesday, May 26, 2021, and shall include the following:

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

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

## **5. Scope of Services**

### **5.1 Compensation**

#### **5.1.1 Insurance Advisory**

Should be presented as a percentage on the amount received by the insurance company or otherwise recovered.

#### **5.1.2 Grant Management**

**FEMA related services may be performed on a time and expense basis, which is invoiced monthly. FEMA rates must be included in bid response.**

**Consultant's compensation will be a function of the level of effort provided to the Jefferson County, and based on the tasks requested. Consultants should present rates for each engagement team member or position. Jefferson County has the ability to decide if and when to activate Disaster Recovery Services and where assistance is required.**

**Expense reimbursement should include airfare, transportation, lodging, meals and incidentals. Consultant will make every effort to keep expenses to a minimum.**

### **5.2 Contract Agreement**

Once a Contract is awarded, the cost offered by the successful Consultant shall remain firm for the term of the contract. Contract shall commence on June 15, 2021 for a period of two (2) years, expiring on June 15, 2023.

### **5.3 Approach and Scope of Work**

Consultant will provide Jefferson County with services designed to help maximize FEMA funding, expedite the process, and retain the funds during project closeout and audit. The following bullets present the services that should be available under this engagement.

### **5.4 Grant Management Tasks**

- Provide general grant management advice
- Assist in the development of a disaster-recovery team
- Assist in the development of a comprehensive recovery strategy
- Provide advice to the disaster-recovery team as appropriate and participate in meetings
- Prepare draft correspondence to the State and to FEMA as necessary

### **5.5 Eligibility Tasks**

- Review eligibility issues, and work with Jefferson County to develop justifications to FEMA and the State
- Attend meetings with Jefferson County, State and FEMA to negotiate individual Project Worksheets as needed

- Assist Jefferson County departments with compiling and summarizing Category A through G costs for FEMA and the State
- Assist Jefferson County to prepare Project Worksheets for small and large projects based upon information provided by the departments
- Provide oversight to departments having difficulty with their applications
- Assist in determining if all eligible damages have been properly quantified and presented to inspectors/Project Officers
- Work with Jefferson County to resolve disputes that may arise
- If Jefferson County disagrees with FEMA determinations, assist to strategize and write the appeals
- When Jefferson County has completed all projects and drawn down reimbursement for all eligible costs; assist with preparations for State/FEMA final inspections and audits, and also participate in exit conferences with State/FEMA

## **5.6 Allowability Tasks**

- Assist Jefferson County in developing an approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared by departments
- Assist in capturing and summarizing eligible costs for selected departments
- Meet requirements of Direct Administration Cost (DAC) claim in a format approved by FEMA for reimbursement
- Work with Jefferson County to insure compliance is met with Federal regulations and FEMA policies, including Federal procurement regulations

## **5.7 Engagement Management Tasks**

- Prepare program management plan
- Attend status meetings
- Prepare invoices and supporting documentation

## **6. Project Requirements**

### **6.1 Objective**

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

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

### **6.2 Offeror Experience**

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

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

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

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

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

### **6.3 Offeror Personnel and Organization**

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

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

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

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

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

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

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

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

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

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

## **7. Proposal Evaluation and Selection Process**

### **7.1 Introduction**

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

### **7.2 Cost Proposal**

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

**7.2.1** Price based on percentage of insurance proceeds recovered from insurance companies

**7.2.2** Price based on cost to administer FEMA project worksheets.

The pricing for these services should be based on future disasters.

### **7.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Auditor's Office, Jefferson County Judge's Office, Jefferson County Emergency Management, Jefferson County Engineering, and Jefferson County Human Resources

### **7.4 Evaluation Criteria:**

This RFP represents the beginning of a competitive selection process. The proposals generated should in no way be construed as a contract for services. Submission of a proposal is an express acceptance of the Minimum Requirements and an affirmation of an ability and commitment to meet or exceed the Performance Expectations cited previously in the RFP.

All proposals will be initially reviewed to determine if they are responsive to the RFP on a form and content basis. Those proposals deemed non-responsive may be eliminated from consideration. The responsive proposals will be evaluated by a committee. Proposers may be requested to present their proposal to the claims committee and to entertain an on-site visit from Jefferson County staff at an operational location of the proposer.

The criteria to be used in evaluating the proposals are stated below in priority order:

- Scope of services proposed. A comparison will be made of the proposal to the RFP taking into consideration clarity, convenience, responsiveness and overall quality of proposal. (15%)
- Total cost. Cost of services will be considered over the entire engagement. Jefferson County, however, is not committed to the selection of the lowest cost proposer, only to the selection of the proposer which is most advantageous. (15%)
- Each proposal will include a price summary form. (15%)
- Demonstrated successful Texas experience with entities of similar or larger size than Jefferson County. (15%)

- Grant Management System. (10%)
- Claims Management System. Evaluation of accessibility, user interface and capability of the proposed system to capture and analyze claims and loss control data. Jefferson County intends to utilize the claims system for future use only, unless the claim system is needed to address, obtain, and maintain insurance issues. (10%)
- Financial standing and capacity of the proposer. (10%)
- References. (10%)

**NOTE: Detailed specifications have been provided and any deviations or exceptions must be referenced in the designated Deviation Form. Unless deviations or exceptions are specifically stated on the Deviation Form herein, a proposal will be assumed to be in compliance with the specifications, and the proposing company must commit to provide specified benefits and services without rate adjustments to proposed rates.**

Consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

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

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

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

## Cost Proposal Form

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

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Per specifications	\$
Name of Offeror:	
Signature:	
Title:	

**Offeror Must Complete & Return This Page With Response Submission.**

## **Non-Disclosure Agreement**

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

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

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

[Printed Name of Consultant]

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

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

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

**Offeror: Complete & Return this Form With Response Submission.**

## Vendor References Form

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

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

### REFERENCE ONE

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

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

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

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

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

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

### REFERENCE TWO

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

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

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

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

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

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

### REFERENCE THREE

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

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

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

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

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

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

**Offeror: Complete & Return this Form With Response Submission.**

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

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

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

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Offeror (Entity Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Signature
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Street & Mailing Address	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Print Name
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> City, State & Zip	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Date Signed
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Telephone Number	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Fax Number
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> E-mail Address	

**Offeror: Complete & Return this Form With Response Submission.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p><b>1</b> <input type="checkbox"/> <b>Name of vendor who has a business relationship with local governmental entity.</b></p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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> <input type="checkbox"/> <b>Name of local government officer about whom the information in this section is being disclosed.</b></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> <input type="checkbox"/></p>		<p>Signature of vendor doing business with the governmental entity</p>
<p>Date</p>		

Adopted 8/7/2015

### **Offeror: Complete & Return this Form With Response Submission.**

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

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

Adopted 8/7/2015

## Good Faith Effort (GFE)

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### DETERMINATION CHECKLIST

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

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

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

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

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

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

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

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

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

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

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Printed Name of Authorized  
Representative

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Signature

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Title

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Date

**Offeror: Complete & Return this Form With Response Submission.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 Printed Name of Contractor Representative

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of HUB

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date

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

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

**Offeror: Complete & Return this Form With Response Submission.**

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

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**PAGE 1 OF 4**

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

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

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

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

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

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

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

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

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**PART I. HUB SUCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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**Offeror: Complete & Return this Form With Response Submission.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

### PART I: Continuation Sheet

(Duplicate as Needed)

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

**Offeror: Complete & Return this Form With Response Submission.**  
**Historically Underutilized Business (HUB)**  
**Subcontracting Participation Declaration Form**

**PAGE 3 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Offeror: Complete & Return this Form With Response Submission.**

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

**PAGE 4 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Offeror: Complete & Return this Form With Response Submission.**

## Residence Certification/Tax Form

---

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

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

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

---

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

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

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

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

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

**Offeror: Complete & Return this Form With Response Submission.**

## **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

**Offeror: Complete & Return this Form With Response Submission.**

## Senate Bill 252 Certification

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

---

Company Name

---

IFB/RFP/RFQ number

Certification check performed by:

---

Purchasing Representative

---

Date

**Offeror: Complete & Return this Form With Response Submission.**

## **CERTIFICATION REGARDING LOBBYING**

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**Signature of Contractor's Authorized Official**

**Name and Title of Contractor's Authorized Official (Please Print)**

**Date**

**Offeror: Complete & Return this Form With Response Submission.**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Sub-awardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

## Bid Affidavit

---

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

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, who (name) after being by me duly sworn, did depose and say:

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

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

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

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_  
by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

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

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

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

**Offeror: Complete & Return this Form With Response Submission.**

## ATTACHMENT A

IFB 17-006/YS

Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District.

Item	Description	Brand	Vendor	Price per Gallon	Proposed Price
1	MSMA Herbicide - 2.5 gal	Target 6	Target Specialty Products	26.73	27.98
2	Tordon 101 Herbicide or equivalent - 2.5 gal container	Picloram-D	Pro Pest and Lawn Store	29.70	
3	Roundup Herbicide or equivalent - 2.5 gal container	Ranger Pro	Target Specialty Products	11.74	14.00
4	Rodeo Herbicide or equivalent - 2.5 gal container	Aqua Neat	Nutrien Ag Solutions, Inc.	14.95	
5	Nalco Trol II or equivalent - 2.5 gal (or smaller) container	Poly Control	Nutrien Ag Solutions, Inc.	8.00/qt (32.00/gal)	
6	Aqua-King Surfactant or equivalent - 2.5 gal (or smaller) container	Spreader 9	Nutrien Ag Solutions, Inc.	12.99	
7	Malathion Insecticide - <b>bulk shipment only</b>		Univar USA	48.70	
8	Seourge Insecticide - 5 gal containers	Seourge 18-54	ADAPCO, LLC	495.47	
9	Envion 30/30 Insecticide - 2.5 gal containers	Envion 30/30	Target Specialty Products	92.00	125.30
10	Duet Adulticide - 275 gal steel containers	Clarke	Clarke Mosquito Control Products, Inc.	138.60	

**ADAPCO, LLC**  
550 Aero Lane  
Sanford FL 32771  
attn: Kathy Russell  
[bids@myadapco.com](mailto:bids@myadapco.com)  
ph: 407-328-6519  
fx: 866-330-9888

**Nutrien Ag Solutions, Inc.**  
155 Joe Phillips Road  
DeRidder LA 70634  
attn: Timothy Roark  
[tim.roark@cpsagu.com](mailto:tim.roark@cpsagu.com)  
ph: 337-200-1407 or 337-884-9750

Original Food Co., LLC  
122 Azinger Drive  
Laredo TX 78045  
attn: Jose H. Reyes  
[jose.reyes@getoriginalfoods.com](mailto:jose.reyes@getoriginalfoods.com)  
ph: 956-949-0726  
fx: 956-608-3441

Pro Pest and Lawn Store  
4726 East Texas Suite 150  
Bossier City LA 71111  
attn: Royal M. Tyler, Jr.  
[propestnandlawn@gmail.com](mailto:propestnandlawn@gmail.com)  
ph: 318-584-7217  
alt. ph: 318-469-9963

Target Specialty Products  
1225 North Post Oak Road  
Houston TX 77055  
attn: Mike Nichols  
[mike.nichols@target-specialty.com](mailto:mike.nichols@target-specialty.com)  
ph: 713-249-2075  
fx: 248-682-4374

Univar USA  
PO Box 20301  
Beaumont TX 77720  
attn: John West  
[John.West@univar.com](mailto:John.West@univar.com)  
ph: 713-826-0637

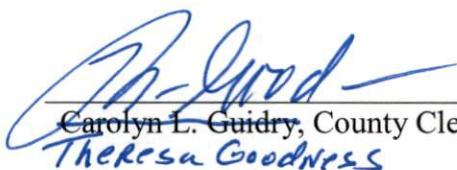
Clarke Mosquito Control Products, Inc.  
675 Sidwell Court  
St Charles IL 60174  
attn: Doug Carroll  
[customercare@clarke.com](mailto:customercare@clarke.com)  
ph: 817-600-5353  
fx: 630-443-307

**CONTRACT RENEWAL FOR IFB 17-006/YS  
TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY  
ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY  
MOSQUITO CONTROL DISTRICT**

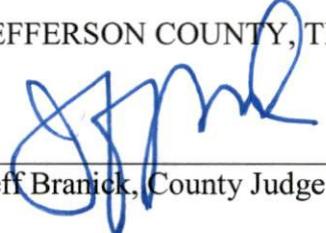
The County entered into a contract with Clarke Mosquito Control Products, Inc. for one (1) year, from April 3, 2017 to April 2, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from March 29, 2021 to March 28, 2022.

ATTEST:

  
Carolyn L. Guidry, County Clerk  
*Theresa Goodness*

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Clarke Mosquito Control Products, Inc.

  
Doug Carroll

**CONTRACT RENEWAL FOR IFB 17-006/YS  
TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY  
ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY  
MOSQUITO CONTROL DISTRICT**

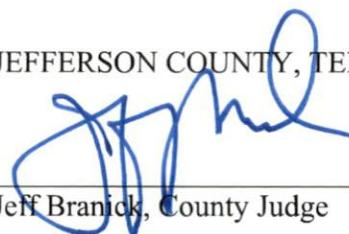
The County entered into a contract with Nutrien Ag Solutions, Inc. for one (1) year, from April 3, 2017 to April 2, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from March 29, 2021 to March 28, 2022.

ATTEST:

  
Carolyn L. Guidry, County Clerk  


JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Nutrien Ag Solutions, Inc.

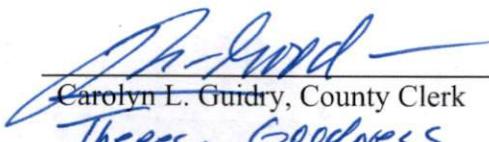
  
Tim Smith, Division Manager

**CONTRACT RENEWAL FOR IFB 17-006/YS  
TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY  
ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY  
MOSQUITO CONTROL DISTRICT**

The County entered into a contract with Pro Pest and Lawn Store for one (1) year, from April 3, 2017 to April 2, 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 fourth one-year option to renew the contract for one (1) additional year from March 29, 2021 to March 28, 2022.

ATTEST:

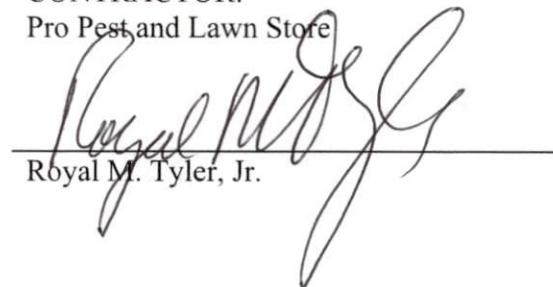
  
Carolyn L. Guidry, County Clerk  


JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Pro Pest and Lawn Store

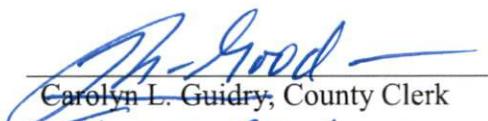
  
Royal M. Tyler, Jr.

**CONTRACT RENEWAL FOR IFB 17-006/YS  
TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY  
ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY  
MOSQUITO CONTROL DISTRICT**

The County entered into a contract with Target Specialty Products for one (1) year, from April 3, 2017 to April 2, 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 fourth one-year option to renew the contract for one (1) additional year from March 29, 2021 to March 28, 2022.

ATTEST:

  
Carolyn L. Guidry, County Clerk  
Theresa Goodness

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Target Specialty Products

  
Mike Nichols

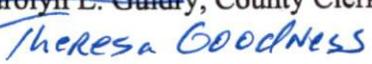


**TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY  
ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY  
MOSQUITO CONTROL DISTRICT**

The County entered into a contract with Univar USA for one (1) year, from April 3, 2017 to April 2, 2018, with an option to renew the contract for up to a five (5) year period.

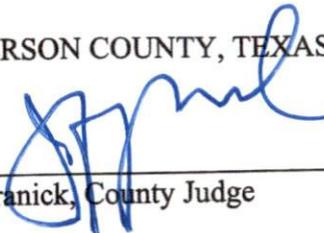
Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from March 29, 2021 to March 28, 2022.

ATTEST:

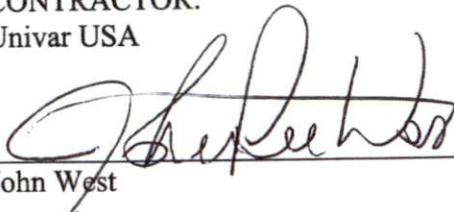
  
Carolyn L. Guidry, County Clerk  




JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Univar USA

  
John West



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

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark *DC*  
Purchasing Agent

Date: April 13, 2021

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

April 20, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	BOILER	242510	
CORRECTIONAL FACILITY	160 GALLON WATER TANK		
CORRECTIONAL FACILITY	40' VENT PIPE		
CORRECTIONAL FACILITY	(4) DRINKING FOUNTAINS		
CORRECTIONAL FACILITY	(4) INLINE HEATER BOXES		
CORRECTIONAL FACILITY	400 LB. SCRAP COPPER		
CORRECTIONAL FACILITY	100 GALLON WATER TANK		
CORRECTIONAL FACILITY	500 LB. SCRAP METAL		
CORRECTIONAL FACILITY	400 LB. SCRAP WIRE		
CORRECTIONAL FACILITY	WASHING MACHINE	0711001351	32540
CORRECTIONAL FACILITY	WASHING MACHINE	0902006951	33332
CORRECTIONAL FACILITY	WASHING MACHINE	0902016147	33335
CORRECTIONAL FACILITY	WASHING MACHINE	0701029174	32618
CORRECTIONAL FACILITY	(6) PURGE FAN BLOWERS		
CORRECTIONAL FACILITY	(2) METAL DESKS		
CORRECTIONAL FACILITY	(5) FILING CABINETS		
CORRECTIONAL FACILITY	REFRIGERATOR		
CORRECTIONAL FACILITY	MICROWAVE		
CORRECTIONAL FACILITY	BASKETBALL GOAL		
<i>contact person: Mistey Reeves</i>			
COUNTY JUDGE	METAL BOOKCASE		
<i>contact person: Sylvia Moore</i>			



**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 *dc*

Date: April 13, 2021

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

April 20, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	CANON POWER SHOT ELPH360 CAMERA	632061006662	
CORRECTIONAL FACILITY	CANON POWER SHOT ELPH160 CAMERA	102061086606	
CORRECTIONAL FACILITY	SONY CYBERSHOT CAMERA	3517601	
CORRECTIONAL FACILITY	NIGHTSTICK FLASHLIGHT		
CORRECTIONAL FACILITY	NIGHTSTICK FLASHLIGHT		
CORRECTIONAL FACILITY	IN-CAR DOCKING STATION	ZZCWA7124AD0037	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATION	ZZCWA7124AD0011	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATION	ZZCWA7124AD0012	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATION	ZZCWA7127AD0022	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATION	ZZCWA7128AD0033	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATION	ZZCWA8177AD0001	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATION	ZZCWA8178AD0027	
CORRECTIONAL FACILITY	TASER MODEL X26	XX0-106872	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-330640	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-345090	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-599576	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-723179	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-725011	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-725015	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-725023	
CORRECTIONAL FACILITY	TASER MODEL X26	X00-750141	
CORRECTIONAL FACILITY	TASER MODEL X26P	X1200AFP3	
<i>contact person: Charlie Chance</i>			
COUNTY CLERK	BOX CART W/WHEELS	28043	
COUNTY CLERK	BLACK CHAIR WARMS		
COUNTY CLERK	BLUE PLASTIC CHAIR		
COUNTY CLERK	BLUE CHAIR		
<i>contact person: Haylee Fournier</i>			

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

April 20, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY JUDGE	CHAIR		
<i>contact person: Sylvia Moore</i>			
DISTRICT ATTORNEY	GRAY SECRETARY CHAIR		
DISTRICT ATTORNEY	GRAY SECRETARY CHAIR	12151	
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		
DISTRICT ATTORNEY	GRAY SECRETARY CHAIR	12432	
<i>contact person: Dan'na Rouse</i>			
EMPLOYEE HEALTH	HP LASER JET 1100 PRINTER		
<i>contact person: Rachael Stevens</i>		31235	
PUBLIC HEALTH	BROWN LEATHER OFFICE CHAIR		
PUBLIC HEALTH	BROWN LEATHER OFFICE CHAIR		
PUBLIC HEALTH	LARGE SHREDDER		
PUBLIC HEALTH	SUCTION/MAHVINE W/STAND & DRAWER	14773	
PUBLIC HEALTH	LAMP		
PUBLIC HEALTH	WHEEL CHAIR		
PUBLIC HEALTH	(2) TYPEWRITERS		
PUBLIC HEALTH	BLACK OFFICE CHAIR		
<i>contact person: Crystal Jones</i>			
ROAD & BRIDGE PCT. 2	SECRETARY CHAIR	17029	
ROAD & BRIDGE PCT. 2	3-CHAIR SEATING	17130	
<i>contact person: Tammy Rains</i>			
PRE-TRIAL	PANASONIC KX-FP 101 FAX MACHINE		
PRE-TRIAL	BROTHER ML300 TYPEWRITER	28400	
<i>contact person: Braela Jackson</i>			

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

April 20, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
TAX OFFICE - PORT ARTHUR	IBM WHEELWRITER 2 TYPEWRITER	11-TZB80	
TAX OFFICE - PORT ARTHUR	BROTHER EM 350 TYPEWRITER		32685
TAX OFFICE - PORT ARTHUR	IBM WHEELWRITER 2 TYPEWRITER	11-BA189	4649
TAX OFFICE - PORT ARTHUR	IBM WHEELWRITER 3 TYPEWRITER		
TAX OFFICE - PORT ARTHUR	BROTHER EM-350 TYPEWRITER	G78844681	32684
TAX OFFICE - PORT ARTHUR	IBM WHEELWRITER 15 TYPEWRITER	11-FZ008	2568
<i>contact person: Elisha Montiel</i>			
VISITOR'S CENTER	BROTHER MFC 9420CN FAX MACHINE	B7X230704	31316
<i>contact person: LaRue Rougeau</i>			



**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 *DC*

Date: April 13, 2021

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, May 1, 2021 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
HORN AUCTION

May 1, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK	4-DRAWER FILING CABINET	8709	
COUNTY CLERK	4-DRAWER FILING CABINET	8696	
COUNTY CLERK	4-DRAWER FILING CABINET	8840	
COUNTY CLERK	4-DRAWER FILING CABINET	8698	
COUNTY CLERK	4-DRAWER FILING CABINET	8762	
<i>contact person: Haylee Fournier</i>			
COUNTY JUDGE	WOODEN EASEL	10104	
COUNTY JUDGE	WOODEN EASEL	15584	
COUNTY JUDGE	FILE CABINET	10109	
COUNTY JUDGE	FLOOR LAMP	10103	
COUNTY JUDGE	FLOOR LAMP	10100	
TYPEWRITER TABLE			
<i>contact person: Fred Jackson</i>			
PRE-TRIAL	CHAIR	12947	
PRE-TRIAL	CHAIR	12956	
<i>contact person: Braela Jackson</i>			
PUBLIC HEALTH	(2) BLUE OFFICE CHAIR		
PUBLIC HEALTH	BURGUNDY OFFICE CHAIR	11611	
PUBLIC HEALTH	BROWN LEATHER OFFICE CHAIR	11856	
PUBLIC HEALTH	LIGHT BLUE OFFICE CHAIR	10884	
PUBLIC HEALTH	EXAM TABLE		
<i>contact person: Crystal Jones</i>			

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

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
 HORN AUCTION

May 1, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ROAD & BRIDGE PCT. #3	1999 FORD TRACTOR (A-18)	361408M	
ROAD & BRIDGE PCT. #3	2001 EZ ELECTRIC 60 GOLF CART		
ROAD & BRIDGE PCT. #3	1988 DRESSER MOTOR GRADER	G81002U00268	
ROAD & BRIDGE PCT. #3	2000 EXMARK 135EX 60" (A-10)	247875	25770
ROAD & BRIDGE PCT. #3	2005 EXMARK LAZER Z 60" (A-15)	563376	29250
ROAD & BRIDGE PCT. #3	2006 EXMARK LAZER Z 60" (A-16)	543873	32221
<i>contact person: Jason Casillie</i>			

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



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

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

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

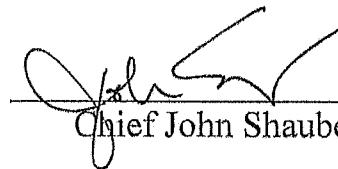
TO: Fran Lee  
Jefferson County Auditing Department

FROM: Chief John Shauberger  
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2021

DATE: April 13, 2021

Please transfer \$85,000 from budget account 120-9999-415-99-99 (Contingency) to 120-3062-423-50-81 (Relief Board & Lodging) for the housing of Jefferson County inmates.

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

**Fran Lee**

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**From:** Service Center <pct3sc@co.jefferson.tx.us>  
**Sent:** Tuesday, April 13, 2021 8:34 AM  
**To:** 'Fran Lee'; 'Michael Sinegal'  
**Cc:** 'Pct 3 Supervisor'; 'Jeffery Collins'  
**Subject:** Account Transfer / Budget Increase

Fran,

Please transfer \$9,600 from Acct. 116-0604-452-5099 in boat ramp maintenance miscellaneous and move it into Acct. 113-0302-431-1005 Extra help,

These will be for our summer help (2) two part timers @ \$10.00 per hour for 12 weeks.

Thank you,  
Kimberly Doyle  
Precinct #3 R&B

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** APRIL 14, 2021

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The following budget amendment for General Services is necessary for additional funding for Termination due to increase in retirements of employees.

120-1024-419-1099	Termination Allowance	\$290,000
120-1024-419-2001	FICA	\$ 22,100
120-1024-419-2002	Employees Retirement	\$ 58,100
120-9999-415-9999	Contingency	\$263,549
110-2027-412-5055	Petit Jurors	\$106,651

(409) 835-8450 Phone  
(409) 839-2350 Fax



1085 Pearl St, Room 103  
Beaumont, TX 77701

Jevonne Smith Pollard  
Constable, Precinct One

Date: April 14, 2021  
To: Fran/ Auditing  
From: Constable Jevonne Pollard  
Re: Transfer of Funds

Please transfer the funds to the account numbers listed below:

\$2500.00 from 120-3065-425-10-98 Overtime Allowance to 120-3065-425-3017 Clothing.

To pay for uniforms and reflective jackets. Please give me a call if you have any questions regarding this matter

Sincerely,

A handwritten signature of Jevonne Pollard, enclosed in an oval border.  
Jevonne Pollard  
Constable Pct. 1

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** JUDGE HOLMES  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** APRIL 7, 2021

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The following budget transfer for the County Court at Law II is necessary for purchase of two laptops:

120-2052-412-6002 Capital – Computer

Equipment \$2,600

120-2052-412-5073 Transcript Testimony \$2,600

Approved:

*Jeanne L. Holmes* \_\_\_\_\_

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE	673.20	481674
CDW COMPUTER CENTERS, INC.	54.87	481682
DAWN DONUTS	52.50	481797

780.57\*\*

## ROAD &amp; BRIDGE PCT. #1

ENTERGY	71.23	481613
MUNRO'S	33.10	481633
MUSTANG CAT	6.60	481634
SMART'S TRUCK & TRAILER, INC.	525.31	481653
SOUTHEAST TEXAS WATER	17.50	481656
TAC - TEXAS ASSN. OF COUNTIES	455.00	481666
TRIANGLE EQUIPMENT CO.	112.47	481673
SOUTHERN TIRE MART, LLC	272.70	481680
CDW COMPUTER CENTERS, INC.	1,483.53	481682
SHI GOVERNMENT SOLUTIONS, INC.	263.58	481698
ADVANCE AUTO PARTS	297.53	481773
REPUBLIC SERVICES	38.00	481796
PSI PREMIER SPECIALTIES INC	239.50	481806
GULF COAST	477.00	481817

4,293.05\*\*

## ROAD &amp; BRIDGE PCT. #2

CERTIFIED LABORATORIES	211.35	481593
ENTERGY	549.38	481613
MID-COUNTY ALTERNATOR	145.00	481629
THE MUFFLER SHOP	56.00	481632
MUNRO'S	20.00	481633
RITTER @ HOME	89.99	481645
SMART'S TRUCK & TRAILER, INC.	68.18	481653
S.E. TEXAS BUILDING SERVICE	346.66	481655
AT&T	106.95	481660
W. JEFFERSON COUNTY M.W.D.	27.67	481678
REPUBLIC SERVICES	76.25	481796

1,697.43\*\*

## ROAD &amp; BRIDGE PCT. # 3

CITY OF PORT ARTHUR - WATER DEPT.	129.99	481594
MUNRO'S	38.85	481633
SHERWIN-WILLIAMS	166.25	481652
S.E. TEXAS BUILDING SERVICE	43.33	481655
TAC - TEXAS ASSN. OF COUNTIES	230.00	481666
WESTEND HARDWARE CO	91.48	481700
LOWE'S HOME CENTERS, INC.	458.05	481703
CENTERPOINT ENERGY RESOURCES CORP	43.12	481723
REPUBLIC SERVICES	38.00	481796

1,239.07\*\*

## ROAD &amp; BRIDGE PCT. #4

SPIDLE & SPIDLE	2,297.35	481580
CITY OF BEAUMONT - LANDFILL	44.00	481586
GULF COAST SCREW & SUPPLY	196.11	481612
M&D SUPPLY	168.02	481625
MUNRO'S	177.40	481633
SOUTHEAST TEXAS WATER	12.95	481658
AT&T	85.32	481660
VULCAN MATERIALS CO.	82,162.28	481676
ON TIME TIRE	100.00	481767
ASCO	2,255.91	481778
REPUBLIC SERVICES	133.50	481796
O'REILLY AUTO PARTS	23.98	481808
GULF COAST	126.00	481817

87,782.82\*\*

## ENGINEERING FUND

OFFICE DEPOT	61.18	481637
VERIZON WIRELESS	201.20	481689
UNITED STATES POSTAL SERVICE	18.86	481694
CANON SOLUTIONS AMERICA INC	145.20	481776

426.44\*\*

## PARKS &amp; RECREATION

NAME	AMOUNT	CHECK NO.	TOTAL
FAST SIGNS, INC.	40.00	481607	
ENTERGY	393.94	481613	
PARKER LUMBER	438.47	481755	
GENERAL FUND			872.41**
TAX OFFICE			
OFFICE DEPOT	202.90	481637	
TRIANGLE COMPUTER & TELEPHONE	64.00	481672	
UNITED STATES POSTAL SERVICE	842.08	481694	1,108.98*
COUNTY HUMAN RESOURCES			
OFFICE DEPOT	257.17	481637	
SOCIETY FOR HUMAN RESOURCE	219.00	481654	
UNITED STATES POSTAL SERVICE	11.83	481694	488.00*
AUDITOR'S OFFICE			
OFFICE DEPOT	135.55	481637	
UNITED STATES POSTAL SERVICE	7.96	481694	143.51*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	32.00	481622	
ULINE SHIPPING SUPPLY SPECIALI	52.17	481675	
UNITED STATES POSTAL SERVICE	206.35	481694	290.52*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	416.00	481604	
UNITED STATES POSTAL SERVICE	.51	481694	
JEFF R BRANICK	546.31	481729	
DUNHAM HALLMARK PLLC	500.00	481760	
GREGORY LAW FIRM	500.00	481764	
JOSHUA C HEINZ	500.00	481769	
LAW OFFICE OF J SCOTT FREDERICK	500.00	481792	2,962.82*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1 1.28	481694	
KIM ISAACS	187.95	481718	189.23*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	71.92	481694	71.92*
PURCHASING DEPARTMENT			
THE EXAMINER	282.50	481605	
PORT ARTHUR NEWS, INC.	2,426.04	481641	
UNITED STATES POSTAL SERVICE	166.01	481694	2,874.55*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	1,375.00	481621	
TIME WARNER COMMUNICATIONS	2,442.76	481668	
TRIANGLE COMPUTER & TELEPHONE	25.00	481672	
ADVANCED STAFFING	58.50	481681	
TOWER COMMUNICATIONS, INC.	2,517.00	481691	
MCGRIFF, SEIBELS & WILLIAMS OF TX	8,182.00	481706	14,600.26*
DATA PROCESSING			
DELL MARKETING L.P.	170.00	481601	
CDW COMPUTER CENTERS, INC.	543.33	481682	
SHI GOVERNMENT SOLUTIONS, INC.	17,820.00	481698	18,533.33*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	230.36	481694	230.36*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
ULINE SHIPPING SUPPLY SPECIALI UNITED STATES POSTAL SERVICE AT&T MOBILITY	243.46 53.81 394.69	481675 481694 481795	691.96*
DISTRICT ATTORNEY			
OFFICE DEPOT STATE BAR OF TEXAS UNITED STATES POSTAL SERVICE SETAP THOMSON REUTERS-WEST	681.29 105.00 81.82 260.00 4,067.58	481637 481662 481694 481743 481780	5,195.69*
DISTRICT CLERK			
OFFICE DEPOT TRI-CITY COFFEE SERVICE UNITED STATES POSTAL SERVICE	153.58 266.10 283.02	481637 481674 481694	702.70*
CRIMINAL DISTRICT COURT			
JOHN D WEST JOEL WEBB VAZQUEZ ANTOINE FREEMAN JASON ROBERT NICKS WILLIAM MARCUS WILKERSON	900.00 800.00 900.00 800.00 800.00	481688 481721 481738 481752 481771	4,200.00*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE	29.95 .43	481659 481694	30.38*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST	1.83 45.36	481694 481780	47.19*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	20.80	481694	20.80*
252ND DISTRICT COURT			
OFFICE DEPOT CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE MATUSKA LAW FIRM	110.15 194.67 .86 900.00	481637 481682 481694 481787	1,205.68*
279TH DISTRICT COURT			
PHILLIP DOWDEN ANITA F. PROVO NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE LEXIS-NEXIS LANGSTON ADAMS TONYA CONNELL TOUUPS JONATHAN L. STOVALL ALICIA K HALL PLLC	700.00 600.00 200.00 1.37 80.00 100.00 500.00 200.00 150.00	481584 481643 481644 481694 481696 481704 481735 481758 481834	2,531.37*
317TH DISTRICT COURT			
ANITA F. PROVO JONATHAN L. STOVALL MATUSKA LAW FIRM ALICIA K HALL PLLC	300.00 150.00 525.00 1,200.00	481643 481758 481787 481834	2,175.00*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE	1,668.13 200.00 106.22	481637 481666 481694	1,974.35*
JUSTICE COURT-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	116.08	481661	116.08*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	23.70	481694	
DIRECTV	44.57	481756	68.27*
COUNTY COURT AT LAW NO.1			
LEXIS-NEXIS	74.97	481696	
SIERRA SPRING WATER CO. - BT	17.00	481697	91.97*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	300.00	481581	
THOMAS J. BURBANK PC	250.00	481590	
A. MARK FAGGARD	250.00	481606	
MARVA PROVO	300.00	481642	
NATHAN REYNOLDS, JR.	250.00	481644	
UNITED STATES POSTAL SERVICE	12.49	481694	
LANGSTON ADAMS	400.00	481704	
TURK LAW FIRM	250.00	481772	
MATUSKA LAW FIRM	250.00	481787	
JARED GILTHORPE	250.00	481788	
LAW OFFICE OF CHARLES MCINTOSH	250.00	481826	2,762.49*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	250.00	481577	
UNITED STATES POSTAL SERVICE	16.26	481694	
ANTOINE FREEMAN	600.00	481738	
LAURIE PEROZZO	250.00	481750	
JARED GILTHORPE	750.00	481788	
THE SAMUEL FIRM, PLLC	750.00	481813	2,616.26*
COURT MASTER			
OFFICE DEPOT	465.12	481637	465.12*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.02	481694	4.02*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	38.16	481596	
FED EX	360.99	481608	
GT DISTRIBUTORS, INC.	38.78	481610	
ENTERGY	497.46	481613	
KIRKSEY'S SPRINT PRINTING	24.95	481622	
MOORMAN & ASSOCIATES, INC.	3,230.00	481630	
OFFICE DEPOT	287.34	481637	
AT&T	142.60	481660	
TEXAS NARCOTICS OFFICER'S ASSN.	40.00	481671	
UNITED STATES POSTAL SERVICE	497.02	481694	
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	481701	
RITA HURT	2,200.00	481766	
MATERA PAPER COMPANY INC	178.27	481779	
TRANSUNION RISK AND ALTERNATIVE	612.30	481791	
GALLS LLC	1,096.11	481794	
REPUBLIC SERVICES	38.00	481796	
TND WORKWEAR CO LLC	1,088.55	481802	
THE MONOGRAM SHOP	29.50	481803	
NEIGHBORHOOD VETERINARY CENTERS	203.90	481821	10,673.83*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	225.46	481583	
FED EX	211.01	481609	
HENRY SCHEIN, INC.	259.28	481649	
SOUTHEAST TEXAS WATER	79.90	481657	
CLEAN HARBORS ENVIRONMENTAL SERVICES	147.38	481708	
ALDINGER COMPANY	652.50	481777	1,575.53*
JAIL - NO. 2			

NAME

AMOUNT

CHECK NO.

TOTAL

A&A EQUIPMENT	236.31	481574
MARK'S PLUMBING PARTS	835.47	481575
ECOLAB	569.90	481603
FAST SIGNS, INC.	25.22	481607
GT DISTRIBUTORS, INC.	571.45	481610
W.W. GRAINGER, INC.	41.34	481611
ENTERGY	607.17	481614
HARBOR FREIGHT TOOLS	95.29	481617
JACK BROOKS REGIONAL AIRPORT	477.44	481619
KIRKSEY'S SPRINT PRINTING	986.34	481620
KOMMERICAL KITCHENS	24.95	481622
M&D SUPPLY	622.68	481623
OFFICE DEPOT	127.76	481625
SAMPSON STEEL CORP.	2,383.89	481637
SANITARY SUPPLY, INC.	115.38	481647
SETZER HARDWARE, INC.	152.40	481648
SHERWIN-WILLIAMS	5.69	481650
AT&T	660.11	481652
ULINE SHIPPING SUPPLY SPECIALISTS	1,447.18	481660
WHOLESALE ELECTRIC SUPPLY CO.	1,781.12	481675
UNITED COMMUNICATIONS, INC.	113.00	481679
WALMART COMMUNITY BRC	881.00	481685
LOWE'S HOME CENTERS, INC.	288.25	481692
STANLEY SHIPPER	288.86	481703
TENNESSEE AIRCRAFT COMPANY	235.29	481715
MARK ELLIS	2,277.28	481725
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	235.29	481727
WORLD FUEL SERVICES	599.43	481748
TITAN TESTING	2,172.36	481751
CONSTELLATION NEWENERGY - GAS DIVISION	796.29	481759
MATERA PAPER COMPANY INC	7,995.89	481775
JOHN CHATELAIN II	522.92	481779
GALLS LLC	22.70	481781
REPUBLIC SERVICES	4,581.95	481794
CINTAS CORPORATION	5,624.10	481796
THE MONOGRAM SHOP	63.61	481801
STARK SERVICES	255.50	481803
LASALLE CORRECTIONS VI LLC	439.00	481804
TRINITY SERVICES GROUP INC	40,436.00	481810
EPIC BUSINESS ESSENTIALS, LLC	46,948.96	481816
SUPERIOR WASTE SOLUTIONS LLC	1,160.48	481820
DELAWARE RIVER & BAY AUTHORITY	830.70	481822
	15.00	481837
		128,550.95*
JUVENILE PROBATION DEPT.		
OFFICE DEPOT	325.21	481637
UNITED STATES POSTAL SERVICE	13.37	481694
		338.58*
JUVENILE DETENTION HOME		
ENTERGY	4,538.94	481613
OVERHEAD DOOR CO.	268.75	481638
S.E. TEXAS BUILDING SERVICE	2,600.00	481655
CLEAN HARBORS ENVIRONMENTAL SERVICES	78.76	481708
CHARMTEX INC.	1,158.00	481716
FLOWERS FOODS	74.11	481717
BEN E KEITH FOODS	106.71	481719
VANSCHECA SANDERS-CHEVIS	800.00	481730
REPUBLIC SERVICES	476.00	481796
VEQUAL ROBERTS	600.00	481836
NATALIE ROSS	265.00	481839
		10,966.27*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	6.85	481694
CONSTABLE-PCT 4		6.85*
AT&T	42.66	481660
CDW COMPUTER CENTERS, INC.	164.61	481682
AUTO TRIM EXPRESS	60.00	481686
DISH NETWORK	82.64	481732

NAME	AMOUNT	CHECK NO.	TOTAL
THIRD COAST TINT	125.00	481741	474.91*
CONSTABLE-PCT 6			
OFFICE DEPOT	83.15	481637	
UNITED STATES POSTAL SERVICE	2.57	481694	
THOMSON REUTERS-WEST	152.00	481780	
STALKER RADAR	10,255.50	481807	10,493.22*
CONSTABLE PCT. 8			
OFFICE DEPOT	156.18	481637	156.18*
COUNTY MORGUE			
FORENSIC MEDICAL	82,200.00	481812	82,200.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	132.84	481637	132.84*
HEALTH AND WELFARE NO. 1			
NSO - NURSES SERVICE ORGANIZATION	111.00	481576	
CALVARY MORTUARY	3,000.00	481591	
CLAYBAR FUNERAL HOME, INC.	2,380.00	481597	
COMMUNITY FUNERAL CHAPEL, INC.	6,000.00	481600	
MERCY FUNERAL HOME	1,500.00	481628	
PETTY CASH - N C WELFARE	60.50	481639	
UNITED STATES POSTAL SERVICE	48.65	481694	
PROCTOR'S MORTUARY INC	7,350.00	481754	20,450.15*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	2,080.00	481598	2,080.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	481739	
CARDINAL HEALTH 110 INC	30,081.64	481783	33,854.64*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	100.50	481573	
W.W. GRAINGER, INC.	25.90	481611	
RALPH'S INDUSTRIAL ELECTRONICS	21.36	481646	
ACE IMAGEWEAR	224.45	481651	
S.E. TEXAS BUILDING SERVICE	25,381.80	481655	
TEXAS FIRE & COMMUNICATIONS	105.00	481687	
GHX INDUSTRIAL LLC	244.03	481737	
FIRETROL PROTECTION SYSTEMS, INC.	2,604.00	481747	
A1 FILTER SERVICE COMPANY	732.70	481765	
CARRIER ENTERPRISE LLC	124.77	481782	
REPUBLIC SERVICES	1,428.00	481796	30,992.51*
MAINTENANCE-PORT ARTHUR			
COBURN SUPPLY COMPANY INC	3.40	481599	
MOTION INDUSTRIES, INC.	193.20	481631	
S.E. TEXAS BUILDING SERVICE	8,774.98	481655	
PETE & HAROLD'S AUTO CLINIC, INC.	14.00	481695	
SE TEX CONSTRUCTION CORPORATION	15,951.27	481728	
CHRISTOPHER ELECTRIC INC	1,070.00	481742	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	240.00	481748	
PARKER LUMBER	117.98	481755	
A-1 NATIONAL FIRE CO	1,240.00	481819	27,604.83*
MAINTENANCE-MID COUNTY			
ENTERGY	1,932.22	481613	
RITTER @ HOME	16.77	481645	
ACE IMAGEWEAR	72.98	481651	
S.E. TEXAS BUILDING SERVICE	4,341.67	481655	

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	49.94	481670	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	4.95	481793	
REPUBLIC SERVICES	76.25	481796	
SERVICE CENTER			6,494.78*
ACTION AUTO GLASS	49.95	481578	
SPIDLE & SPIDLE	17,835.66	481580	
J.K. CHEVROLET CO.	66.12	481618	
M&D SUPPLY	148.40	481625	
PHILPOTT MOTORS, INC.	898.94	481640	
AT&T	71.30	481660	
VOYAGER FLEET SYSTEM, INC.	18,448.41	481714	
THIRD COAST TINT	125.00	481741	
AMERICAN TIRE DISTRIBUTORS	293.90	481745	
LIBERTY TIRE RECYCLING LLC	239.80	481749	
MIGHTY OF SOUTHEAST TEXAS	1,478.46	481761	
REPUBLIC SERVICES	76.25	481796	
VETERANS SERVICE			39,732.19*
UNITED STATES POSTAL SERVICE	24.52	481694	
MOSQUITO CONTROL FUND			24.52*
ENTERGY	422.73	481613	
SANITARY SUPPLY, INC.	330.18	481648	
MCGRIFF, SEIBELS & WILLIAMS OF TX	6,532.00	481706	
REPUBLIC SERVICES	76.25	481796	
FEMA EMERGENCY			7,361.16**
C. JOHNNIE-ON-THE-SPOT	80.00	481592	
VULCAN MATERIALS CO.	2,315.79	481677	
REPUBLIC SERVICES	2,600.00	481796	
JORDYN ROBERTS	330.00	481823	
TAMMY LYN SAIN	90.00	481824	
J.C. FAMILY TREATMENT			5,415.79**
BEAUMONT OCCUPATIONAL SERVICE, INC.	155.00	481701	
PATRICIA VELASCO	70.00	481798	
LAW LIBRARY FUND			225.00**
LEXIS-NEXIS	401.00	481696	
THOMSON REUTERS-WEST	2,425.98	481780	
JUVENILE PROB & DET. FUND			2,826.98**
EVERYDAY LIFE INC	8,598.47	481726	
GRAYSON COUNTY DEPT OF JUVENILE	6,128.39	481790	
GRANT A STATE AID			14,726.86**
OFFICE DEPOT	150.78	481637	
GRAYSON COUNTY DEPT OF JUVENILE	6,171.13	481790	
TCSI, LLC	12,256.78	481825	
COMMUNITY SUPERVISION FND			18,578.69**
TIME WARNER COMMUNICATIONS	116.60	481669	
UNITED STATES POSTAL SERVICE	111.57	481694	
JCCSC	357.00	481757	
JEFF. CO. WOMEN'S CENTER			585.17**
BELL'S LAUNDRY	424.78	481589	
MARKET BASKET	27.88	481626	
KIM MCKINNEY, LPC, LMFT	450.00	481627	
SYSKO FOOD SERVICES, INC.	919.78	481665	
TIME WARNER COMMUNICATIONS	47.49	481667	

NAME	AMOUNT	CHECK NO.	TOTAL
CLEAN HARBORS ENVIRONMENTAL SERVICES	75.38	481708	
BEN E KEITH FOODS	1,052.49	481719	
SAM'S CLUB DIRECT	91.24	481770	
MATERA PAPER COMPANY INC	327.85	481779	
REPUBLIC SERVICES	95.25	481796	
			3,512.14**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	675.00	481789	
COUNTY CLERK - RECORD MGT			675.00**
MANATRON	11,214.24	481733	
SCAAP GRANT			11,214.24**
CDW COMPUTER CENTERS, INC.	560.98	481682	
DRUG INTERVENTION COURT			560.98**
CLEAN HARBORS ENVIRONMENTAL SERVICES	330.76	481708	
REGIONAL COMM. SAVNS			330.76**
CDW COMPUTER CENTERS, INC.	1,331.16	481682	
HOLES INCORPORATED	1,300.00	481746	
BIWAY MEDIA	2,190.00	481835	
			4,821.16**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	6.37	481694	
BEAUMONT MAIN STREET	100.00	481753	
STEVEN P LEWIS	94.10	481838	
			200.47**
J.P. COURTROOM TECH. FUND			
SOUTHERN COMPUTER WAREHOUSE	449.24	481585	
DELL MARKETING L.P.	885.00	481601	
CDW COMPUTER CENTERS, INC.	54.87	481682	
			1,389.11**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	481582	
D&S SIGN & SUPPLY, INC.	528.00	481587	
CITY OF PORT ARTHUR	50,000.00	481595	
EAST TEXAS PEACE OFFICERS ASSN.	2,590.00	481602	
LAMAR UNIVERSITY - ATHLETIC DEVELOP	6,000.00	481624	
M&D SUPPLY	1.38	481625	
MUNRO'S	291.80	481633	
OFFICE DEPOT	203.46	481637	
SUTHERLAND LUMBER CO.	91.64	481664	
TRI-CITY COFFEE SERVICE	40.85	481674	
MUSEUM OF THE GULF COAST	8,233.00	481683	
ART MUSEUM OF SOUTHEAST TEXAS	4,500.00	481699	
SOUTHEAST TEXAS BASEBALL/ACADEMY	10,055.00	481702	
VISIONTRON CORP	57.75	481705	
SOUTHEAST TEXAS ARTS COUNCIL	5,000.00	481707	
MARDI GRAS OF SOUTHEAST TEXAS	15,000.00	481709	
FIRE MUSEUM OF TEXAS	780.00	481710	
BEAUMONT CONVENTION & VISITOR BUREA	9,000.00	481711	
BEAUMONT CONVENTION & VISITOR BUREA	9,600.00	481712	
BEAUMONT CONVENTION & VISITOR BUREA	9,600.00	481713	
LAMAR STATE COLLEGE/PORT ARTHUR	1,500.00	481720	
THE ART STUDIO	2,900.00	481736	
PORT ARTHUR CONVENTION & TOURIST	15,000.00	481762	
PORT ARTHUR CONVENTION & TOURIST	13,740.00	481763	
SAM'S CLUB DIRECT	86.26	481770	
MATERA PAPER COMPANY INC	28.00	481779	
REPUBLIC SERVICES	76.25	481796	
BEAUMONT COUNCIL OF GARDEN CLUBS	6,000.00	481799	
THE STREETZ DANCE CONVENTION AND CO	2,500.00	481800	
CINTAS CORPORATION	241.43	481801	
CRIME STOPPERS OF SOUTHEAST TEXAS	2,300.00	481809	

NAME	AMOUNT	CHECK NO.	TOTAL
COTTON CARGO	2,625.18	481815	
VICTORIA RHODES	257.60	481818	
A-1 NATIONAL FIRE CO	63.50	481819	
STARS OVER TX	500.00	481827	
STARS OVER TX	500.00	481828	
STARS OVER TX	500.00	481829	
STARS OVER TX	500.00	481830	
STARS OVER TX	500.00	481831	
STARS OVER TX	500.00	481832	
STARS OVER TX	500.00	481833	
DOWNTOWN BEAUMONT CULTURAL ARTS	1,000.00	481840	
GOLDEN TRIANGLE AUDUBON SOCIETY	3,520.00	481841	
			187,386.10**
CAPITAL PROJECTS FUND			
SE TEX CONSTRUCTION CORPORATION	13,105.24	481728	
BEARCOM / KAY ELECTRONICS	20,622.78	481814	
			33,728.02**
AIRPORT FUND			
SPIDLE & SPIDLE	1,967.94	481580	
BEAUMONT TRACTOR COMPANY	109.99	481588	
ENTERGY	9,910.99	481616	
AT&T	244.22	481660	
UNITED STATES POSTAL SERVICE	.43	481694	
WESTEND HARDWARE CO	16.04	481700	
LOWE'S HOME CENTERS, INC.	130.97	481703	
DISH NETWORK	114.15	481731	
ROBERT'S TEXACO XPRESS LUBE	14.00	481744	
ADVANCE AUTO PARTS	5.24	481773	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	70.54	481785	
GALLS LLC	99.88	481794	
REPUBLIC SERVICES	305.00	481796	
TITAN AVIATION FUELS	15,951.95	481811	
			28,941.34**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	82,405.73	481805	
			82,405.73**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	3,800.44	481768	
REPUBLIC SERVICES	2,000.00	481796	
			5,800.44**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,119.78	481724	
			6,119.78**
SHERIFF'S FORFEITURE FUND			
TRIANGLE LOCKSMITH	160.00	481579	
CDW COMPUTER CENTERS, INC.	6,392.00	481682	
			6,552.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,829.00	481554	
CLEAT	306.00	481555	
JEFFERSON CTY. TREASURER	15,207.12	481556	
RON STADTMUELLER - CHAPTER 13	182.31	481557	
INTERNAL REVENUE SERVICE	208.00	481558	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,100.00	481559	
JEFFERSON CTY. COMMUNITY SUP.	9,136.63	481560	
JEFFERSON CTY. TREASURER - HEALTH	531,668.20	481561	
JEFFERSON CTY. TREASURER - GENERAL	30.00	481562	
JEFFERSON CTY. TREASURER - PAYROLL	1,882,564.36	481563	
JEFFERSON CTY. TREASURER - PAYROLL	670,995.23	481564	
MONY LIFE INSURANCE OF AMERICA	72.54	481565	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,802.54	481566	
JEFFERSON CTY. TREASURER - TCDRS	751,304.39	481567	
JEFFERSON COUNTY TREASURER	2,986.80	481568	
JEFFERSON COUNTY - TREASURER -	7,895.48	481569	
NECHES FEDERAL CREDIT UNION	36,393.57	481570	
JEFFERSON COUNTY - NATIONWIDE	65,782.68	481571	

NAME

AMOUNT

CHECK NO.

TOTAL

INVESCO INVESTMENT SERVICES, INC	1,094.99	481572	3,995,559.84**
J C ASSISTANCE DISTRICT 4			
ENTERGY	8.88	481613	8.88**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,630.00	481740	2,630.00**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	812.27	481610	
ENTERGY	93.27	481613	
JACK BROOKS REGIONAL AIRPORT	78.44	481620	
AT&T	90.96	481660	
SUN COAST RESOURCES, INC.	11,756.58	481663	
ADVANCED SYSTEMS & ALARM SERVICES,	2,540.00	481684	
VERIZON WIRELESS	531.86	481690	
BUMPER TO BUMPER	408.40	481722	
SE TEX CONSTRUCTION CORPORATION	15,665.65	481728	
THE DINGO GROUP-PETE JORGENSEN MARI	447.62	481734	
RC SERVICE	257.97	481774	
AERO PERFORMANCE	129.59	481786	
SHERIFF - COMMISSARY			32,812.61**
WALMART COMMUNITY BRC	1,642.52	481692	1,642.52**
SHERIFF-SPINDLETOP GRANT			
SILSBEE FORD INC	367.78	481784	367.78**
			5,026,665.93***



# 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 20th day of April, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

## SURVIVING PARENTS OF SOUTHEAST TEXAS

**WHEREAS**, Surviving Parents of Southeast Texas Organization organized in 2017 and since its inception, has helped families who have lost a child due to violent acts of crime; and,

**WHEREAS**, Surviving Parents of Southeast Texas is a community-based organization providing support to meet the emotional, spiritual, physical and financial needs of surviving parents of violent crimes throughout Jefferson County; and,

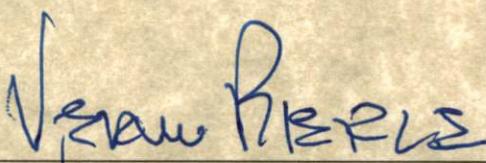
**WHEREAS**, Surviving Parents of Southeast Texas goal is to be the voice and face of survival after the tragic loss of a loved one and to host activities, counseling meetings, provide emergency funds, scholarships and most importantly support; and

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend Surviving Parents of Southeast Texas for providing a forum for open discussion of all matters of public interest for the sake of all families in our community.

SIGNED this 20 day of April, 2021.

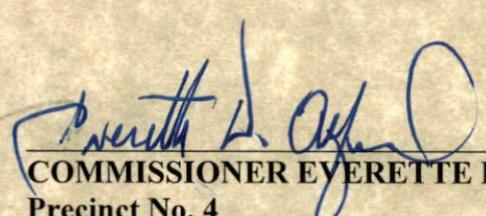
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

//ABSENT  
COMMISSIONER DARRELL W. BUSH  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****April 20, 2021**

Consider, possibly approve, receive and file Amended 2021 Records Management Order for Jefferson County pursuant to Government Code Section 441.158 and Chapter 552 (Public Information Act.)

AMENDED 2021  
RECORDS MANAGEMENT ORDER FOR  
JEFFERSON COUNTY

**Whereas**, Government Code Chapter 552 (Public Information Act), hereinafter referred to as the "Act" provides that a Commissioners Court must establish by order an active and continuing records management program to be administered by a Records Management Officer, and

**Whereas**, the Commissioners Court did previously adopt a Records Management Order on April 20, 1998; and

**Whereas**, The District Clerk, the County Clerk and Jefferson County Courts all have their individual archive and retention plans; and

**Whereas**, the Commissioners Court desires to adopt an amended order for the purpose of prescribing standard general practices and procedures consistent with the Act and in the interest of providing a cost-effective and efficient records management policy and to prescribe policies and procedures consistent with Texas law and in the interests of cost-effective and efficient record keeping and hereby adopts the Schedule for retention of records as prescribed by the Texas State Library and Archives Commission.

Now Therefore;

**IT IS ORDERED**

Section I

**DEFINITION OF COUNTY RECORDS:** All documents, paper, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, emails, cell phone records, text messages or other recorded media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the County of Jefferson or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of Jefferson County and shall be created, maintained and disposed of in accordance with the provisions of this order or procedures authorized by law. Government Code Section 441.158 provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local governments.

Section 2

**ADDITIONAL DEFINITIONS:**

(a) "Department head", means the officer who by law, order, or by administrative policy is delegated the responsibility for managing a County office that creates or receives any records that pertain to County business. Each office, department and elected official must be familiar with prescribed retention periods for records of that office and abide by same.

(b) "Essential record" means any record of the county necessary to the resumption or continuation of or operations of the County in an emergency or disaster, or for the protection of the legal and financial status of the County or which are necessary to fulfill obligations to people of the County and State.

(c) "Records Management" means the application of management techniques for the creation, use, maintenance, protection, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of record keeping. The term includes development of records control schedules and/or adopted Texas State Library retention schedules, the management or filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, the management of micrographics and electronic and other records storage systems. Each elected official and department head is responsible for maintaining his or her own retention schedule and record archive plan, as prescribed by law.

(d) "Retention period" means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

(e) "Records management officer" means the person established in Section 5 of this order.

(f) "Records management plan" means the plan developed under Section 7 of this order.

(8) "Records liaison officers" means the persons designated under Section 8 of this order.

### Section 3

#### COUNTY RECORDS DECLARED PUBLIC PROPERTY

All County records as defined in Section 1 of this order are declared to be the property of the County. No county official or employee has, by virtue of his/hers position any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction or removal from files or use of such records is prohibited.

### Section 4

#### POLICY

It is hereby hereby declared to be the policy of Jefferson County is to provide for efficient, economical and effective controls over the organization, maintenance, use and disposition of all county records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with Texas law and accepted records management practices.

### Section 5

#### DESIGNATION OF RECORDS MANAGEMENT OFFICER DUTIES

The Coordinator of the Jefferson County Historical Commission and the successive holders of said office said offices shall serve as Records Management Officer for the County or and each elected county official or department head shall serve as the records Management Officer for his or her office. As provided by state law, each successive holder of the office shall file his or her name with the director

and librarian of The Texas State Library within 30 days of the initial designation or of taking up the office as applicable. In addition to other duties assigned in the order, the Records Management Officer shall

- (a) establish an active and continuing records management program in accordance with the Texas State Library and Archives Commission laws and administrative rules.
- (b) adopt and implement the records retention schedules issued by the Texas State Library and Archives Commission.
- (c) direct and train Records Liaison Officers or other personnel in records management policies and procedures and implementation of the county's records management program as required by the Texas State Library and Archives Commission. Personnel who are delegated authority to respond to Public Information Requests should be trained to comply with the Texas Public Information Act and, should there be any questions regarding the type of information that must be or should be produced, those questions must be directed to the Civil Division of the Jefferson County District Attorney's Office to assure that exempted or privileged information is not produced.

## Section 6

### RECORDS MANAGEMENT PLAN TO BE DEVELOPED, APPROVAL OF PLAN, AUTHORITY OF PLAN

(a) The Records Management Officer, the Elected County Officials shall develop a records management plan for the offices and departments of Jefferson County in accordance with the Texas State Library and Archives Commission laws and administrative rules for submission to the Commissioners Court. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of record keeping, and to adequately protect the essential records of the county, and to properly preserve those records of the county that are of historical value. The plan must enable the Records Management Officer to carry out his or her duties as prescribed by the Texas State Library and Archives Commission and this order effectively.

(b) Once approved by the Commissioners Court, the records management plan shall be binding on all offices, departments, department heads, divisions, bureaus, boards, committees or similar entities of Jefferson County.

## Section 8

### DESIGNATION OF RECORDS LIAISON OFFICERS DUTIES

Each department head and elected county official shall designate a member of his or her staff to serve as Records Liaison Officer for the implementation or the records management program in the department. If the Records Management Officer determines that it is in the best interests of the records management program that more than one Records Liaison Officer should be designated for a department or office, the department head shall designate the number of Records Liaison Officers specified by the Records Management Officer. All persons designated as a Records Liaison Officer shall be thoroughly familiar with all the records created and maintained by the department or office and shall have full access to all records of the County of that are maintained by the department or office. In the event of the resignation, retirement, dismissal, or removal by action of the department head of a person designated as a Records Lawson Officer, the department head shall promptly designate another person

to fill the vacancy. A department head or elected official may serve as Records Liaison Officer for his or her department.

In addition to other duties assigned in this order, a Records Liaison Officers shall:

- (a) supervise the implementation of the county's records management program;
- (b) disseminate information to department staff and train staff concerning the records management program.

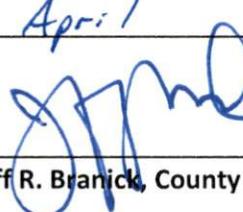
#### Section 9 DESTRUCTION OF RECORDS

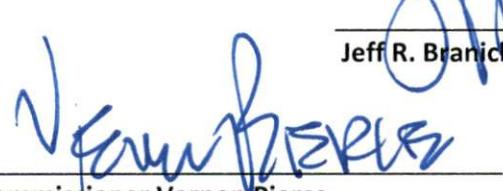
(a) A record whose retention period has expired, according to the a records retention schedule, shall be destroyed unless an open records request pending on the record, the subject matter of the record is pertinent to a pending lawsuit or the department head or elected official requests, in writing to the Records Management Officer, that the record be retained for an additional period.

(b) Prior to the destruction of records under an adopted records retention schedule issued by the Texas State Library and Archives Commission, authorization for the destruction must be obtained by the Records Management Officer. Written copies of records may be destroyed prior to the retention schedule deadline if same have been microfilmed or electronically stored pursuant to the provisions of Local Government Code Chapter 204 or Chapter 205, as applicable, and the rules of the Texas State Library and Archives Commission. Any Jefferson County employee who knowingly or intentionally destroys a government record will be subject to a Class A misdemeanor, and under certain circumstances, a third degree felony (Penal Code, Section 37.10.) Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552.)

(c) A record that has not yet been listed on an adopted records retention schedule may be destroyed if its destruction has been approved by the Records Management Officer and has been submitted to and received back from the director and librarian of the Texas State Library and Archives Commission an approved destruction authorization request.

APPROVED this 20<sup>th</sup> day of April, 2021.

  
Jeff R. Branick, County Judge

  
Commissioner Vernon R. Pierce  
Precinct 1

ABSENT  
Commissioner Darrell W. Bush  
Precinct 2



  
Commissioner Michael S. Sinegal  
Precinct 3

  
Commissioner Everette D. Alfred  
Precinct 4

**AGENDA ITEM****April 20, 2021**

Receive and file executed Right of Entry for Survey and Exploration of the Department of the Army, DACW64-9-21-5176, PID 85096, Internal ID 2021-85096.

DEPARTMENT OF THE ARMY  
DACP64-9-21-5716  
PID: 85096 (Internal ID: 2021\_85096)  
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson  
County, TX

PLEASURE ISLAND TR 6 6.607

(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.
2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.
5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".
6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

*[signatures contained on next page]*

DACW64-9-21-5716  
PID: 85096 (Internal ID: 2021\_85096)

WITNESSES MY HAND AND SEAL this 15th day of MARCH, 2021

UNITED STATES OF AMERICA

Albert C. Elgort  
Owner Name:

NELSON.TIMOTHY.J.1230372922  
BY Y.J.1230372922 Digitally signed by  
NELSON.TIMOTHY.J.1230372922  
Date: 2021.04.12 09:21:50 -05'00'

Timothy J. Nelson  
Contracting Officer, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineers



DACW64-9-21-5716  
PID: 85096 (Internal ID: 2021\_85096)

EXHIBIT "B"

Contact Information for Owner

Name: Alberto C. Elefano

Best Contact Phone Number: 409.983.8189

Alternate Phone Number (if applicable): 409.983.8182

E-mail Address: alberto.elefano@portarthurtx.gov

Preferred Mailing Address (if different than property address):

444 - 4th Street / P.O. Box 1089

City: Port Arthur

State: TX

Zip: 77640

Additional rules for all persons entering the Land or Adjacent Land on behalf of  
Government:

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
vpierce@co.jefferson.tx.us

## Vernon Pierce Jefferson County Commissioner Pct. #1

April 12, 2021

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda items on the Jefferson County Commissioners' Court Agenda under County Commissioners for April 20, 2021.

Consider and possible approve exempting the following groups from paying for security during their scheduled events, when using the Jury Impaneling Room, for the year 2021:

Dispute Resolution Center  
Election School  
Family Services  
Jefferson County Bar Association  
Jefferson County Democratic Party  
Jefferson County Republican Party  
Jefferson County Libertarian Party  
Jefferson County Green Party  
Jefferson County Clerk's office for meetings and training related to Elections  
Jefferson County Coalition for Victims of Crime  
Jefferson County Deputy Constable Association  
Jefferson County District Clerk's office for Passport Day

The security expense will be paid via budgeted Courthouse Security Fee fund.

Thank you,

A handwritten signature in blue ink that appears to read "Vernon Pierce".  
Vernon Pierce  
County Commissioner, Pct. #1



3 pgs  
OATH

2021013093

Form #2204 Rev 9/2017

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

This space reserved for office use



**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Charles "Chuck" Guillory, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Drainage District # 6 Board of Directors of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

  
Signature of Officer

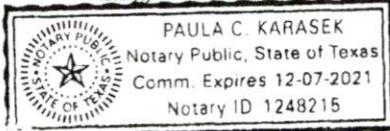
**Certification of Person Authorized to Administer Oath**

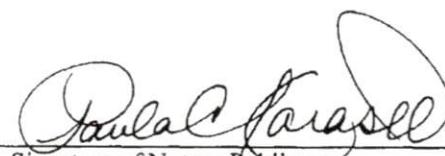
State of Texas

County of Jefferson

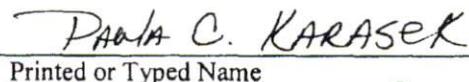
Sworn to and subscribed before me on this 13<sup>th</sup> day of April, 2021.

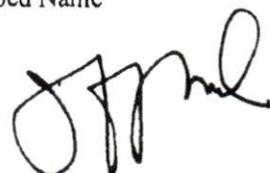
(Affix Notary Seal,  
only if oath  
administered by a  
notary.)





Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

  
Printed or Typed Name



Form #2201 Rev. 09/2017

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

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

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

Title of Position to Which Elected/Appointed: Board Secretary  
 Drainage District # 6 Board of Directors

**Execution**

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

Date: 4.13.2021

  
 Signature of Officer

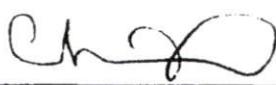
**STATEMENT OF APPOINTED OFFICER**  
 (Pursuant to Tex. Cont. Art. XVI, §1(b), Amended 2001)  
 and  
**OATH OF OFFICE**

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

I further solemnly swear (or affirm), that I will faithfully execute and discharge the duties of the office of Drainage District Director of Jefferson County Drainage District No. 6, Jefferson County, Texas, without favor or partiality and will render a true account of my activities when requested by the Commissioner's Court of Jefferson County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

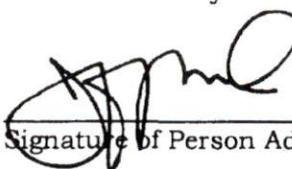
April 13, 2021  
 Date

  
 Affiant's Signature

Director  
 Position to Which Appointed

Jefferson County Drainage District No. 6  
 City and/or County

SWORN TO AND SUBSCRIBED BEFORE ME by affiant on this **13th** day of  
**April, 2021.**

  
 Signature of Person Administering Oath

Jeff Branick  
 Printed Name

County Judge – Jefferson County, Texas  
 Title

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS

  
 Theresa Goodness, County Clerk

Jefferson County, Texas

April 20, 2021 11:38:24 AM

FEE: \$0.00

2021013093

3 pgs  
OATH

2021013094

Form #2204 Rev 9/2017

This space reserved for office use

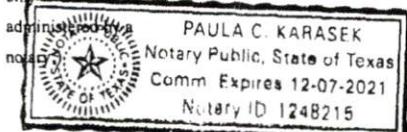
Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334  
 FAX 512-463-5569  
**Filing Fee: None**

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Charles "Chuck" Kiker III, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Drainage District #6 Board of Directors of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Charles A. Kiker III  
 Signature of Officer

## Certification of Person Authorized to Administer Oath

State of TexasCounty of JeffersonSworn to and subscribed before me on this 13th day of April, 2021.(Affix Notary Seal,  
only if oath  
administered by a  
notary)

Paula C. Karasek  
 Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

Paula C. Karasek  
 Printed or Typed Name

Form #2201 Rev. 09/2017

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

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

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

Title of Position to Which Elected/Appointed: Director

Drainage District # 6 Board of Directors

**Execution**

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

Date: 4-13-21

Charles A. Kiker III

Signature of Officer

**STATEMENT OF APPOINTED OFFICER**  
 (Pursuant to Tex. Cont. Art. XVI, §1(b), Amended 2001)  
 and  
**OATH OF OFFICE**

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

I further solemnly swear (or affirm), that I will faithfully execute and discharge the duties of the office of Drainage District Director of Jefferson County Drainage District No. 6, Jefferson County, Texas, without favor or partiality and will render a true account of my activities when requested by the Commissioner's Court of Jefferson County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

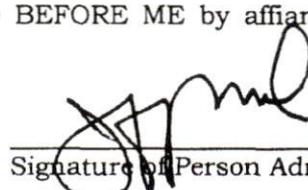
April 13, 2021  
 Date

Charles A. Kiker III  
 Affiant's Signature

Director  
 Position to Which Appointed

Jefferson County Drainage District No. 6  
 City and/or County

SWORN TO AND SUBSCRIBED BEFORE ME by affiant on this **13th** day of  
**April, 2021.**

  
 Signature of Person Administering Oath

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS

Jeff Branick  
 Printed Name

  
 Theresa Goodness, County Clerk  
 Jefferson County, Texas

County Judge – Jefferson County, Texas  
 Title

April 20, 2021 11:38:24 AM

FEE: \$0.00      **2021013094**



3 pgs  
OATH

2021013095

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



**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Bernie Daleo, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Drainage District # 6 Board of Directors of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

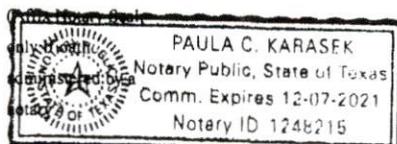
Signature of Officer

**Certification of Person Authorized to Administer Oath**

State of Texas

County of Jefferson

Sworn to and subscribed before me on this 13th day of April, 2021.



Paula Karasek  
Signature of Notary Public or

Signature of Other Person Authorized to Administer An  
Oath

Paula C. Karasek  
Printed or Typed Name

Form #2201 Rev. 09/2017

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

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

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

Title of Position to Which Elected/Appointed: Board Vice President  
 Drainage District # 6 Board of Directors

**Execution**

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

Date: 4-13-21

A handwritten signature in black ink, appearing to read "Bernie Daleo", followed by a horizontal line for a signature.

Signature of Officer

*Ret to*

JEFFERSON COUNTY DRAINAGE DISTRICT  
 NUMBER *6*  
 6550 WALDEN ROAD  
 BEAUMONT, TX 77707

**STATEMENT OF APPOINTED OFFICER**  
 (Pursuant to Tex. Cont. Art. XVI, §1(b), Amended 2001)  
 and  
**OATH OF OFFICE**

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

I further solemnly swear (or affirm), that I will faithfully execute and discharge the duties of the office of Drainage District Director of Jefferson County Drainage District No. 6, Jefferson County, Texas, without favor or partiality and will render a true account of my activities when requested by the Commissioner's Court of Jefferson County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

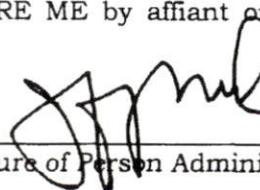
April 13, 2021  
 Date

  
 Affiant's Signature

Director  
 Position to Which Appointed

Jefferson County Drainage District No. 6  
 City and/or County

SWORN TO AND SUBSCRIBED BEFORE ME by affiant on this **13th** day of  
**April, 2021.**

  
 Signature of Person Administering Oath

Jeff Branick  
 Printed Name

County Judge – Jefferson County, Texas  
 Title

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS



Theresa Goodness, County Clerk

Jefferson County, Texas

April 20, 2021 11:38:24 AM

FEE: \$0.00      **2021013095**

3 pgs  
OATH

2021013096

Form #2204 Rev 9/2017

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

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Anthony " Tony" Malley 111, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Drainage District # 6 Board of Directors of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Anthony Malley  
 Signature of Officer

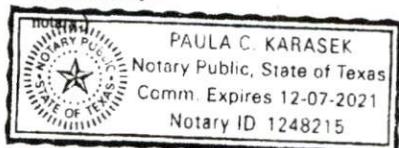
## Certification of Person Authorized to Administer Oath

State of TexasCounty of JeffersonSworn to and subscribed before me on this 13<sup>th</sup> day of April, 2021.

(Affix Notary Seal,

only if oath

administered by a



Paula C. Karasek

Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

Paula C. Karasek  
 Printed or Typed Name

John

Form #2201 Rev. 09/2017

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

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

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

Title of Position to Which Elected/Appointed: Director  
 Drainage District # 6 Board of Directors

**Execution**

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

Date: 4/13/2021

Anthony Malley III  
 Signature of Officer

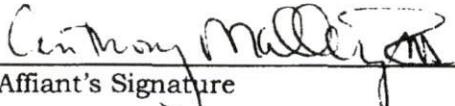
**STATEMENT OF APPOINTED OFFICER**  
 (Pursuant to Tex. Cont. Art. XVI, §1(b), Amended 2001)  
 and  
**OATH OF OFFICE**

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

I further solemnly swear (or affirm), that I will faithfully execute and discharge the duties of the office of Drainage District Director of Jefferson County Drainage District No. 6, Jefferson County, Texas, without favor or partiality and will render a true account of my activities when requested by the Commissioner's Court of Jefferson County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

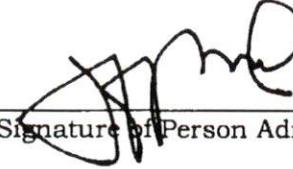
April 13, 2021  
 Date

  
 Affiant's Signature

Director  
 Position to Which Appointed

Jefferson County Drainage District No. 6  
 City and/or County

SWORN TO AND SUBSCRIBED BEFORE ME by affiant on this **13th** day of  
**April, 2021.**

  
 Signature of Person Administering Oath

Jeff Branick  
 Printed Name

County Judge – Jefferson County, Texas  
 Title

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Theresa Goodness, County Clerk  
 Jefferson County, Texas

April 20, 2021 11:38:24 AM

FEE: \$0.00 2021013096

3 pgs  
OATH

2021013097

Form #2204 Rev 9/2017

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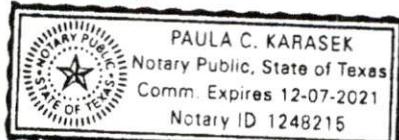
Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334  
 FAX 512-463-5569  
 Filing Fee: None

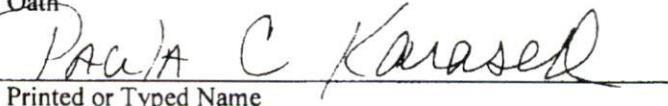
**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Joshua W. Allen, Sr., do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Drainage District # 6 Board of Directors of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

  
 Signature of Officer
**Certification of Person Authorized to Administer Oath**State of TexasCounty of JeffersonSworn to and subscribed before me on this 13 day of April, 2021

(Affix Notary Seal,  
 only if oath  
 administered by a  
 notary.)


  
 Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

  
 Printed or Typed Name


Form #2201 Rev. 09/2017

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

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

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

Title of Position to Which Elected/Appointed: Board President  
 Drainage District # 6 Board of Directors

**Execution**

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

Date: 4/13/2021

A handwritten signature in black ink that reads "Joshua W. Allen, Sr." It is written in a cursive style with a clear, legible name.

Signature of Officer

**STATEMENT OF APPOINTED OFFICER**  
 (Pursuant to Tex. Cont. Art. XVI, §1(b), Amended 2001)  
 and  
**OATH OF OFFICE**

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

I further solemnly swear (or affirm), that I will faithfully execute and discharge the duties of the office of Drainage District Director of Jefferson County Drainage District No. 6, Jefferson County, Texas, without favor or partiality and will render a true account of my activities when requested by the Commissioner's Court of Jefferson County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God."

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

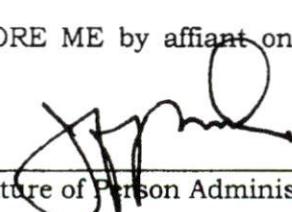
\_\_\_\_\_  
April 13, 2021  
 Date

\_\_\_\_\_  
  
 Affiant's Signature

\_\_\_\_\_  
Director  
 Position to Which Appointed

\_\_\_\_\_  
Jefferson County Drainage District No. 6  
 City and/or County

SWORN TO AND SUBSCRIBED BEFORE ME by affiant on this **13th** day of  
**April, 2021.**

\_\_\_\_\_  
  
 Signature of Person Administering Oath

\_\_\_\_\_  
Jeff Branick  
 Printed Name

\_\_\_\_\_  
County Judge – Jefferson County, Texas  
 Title

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS

\_\_\_\_\_  
  
 Theresa Goodness, County Clerk  
 Jefferson County, Texas  
 April 20, 2021 11:38:24 AM

FEE: \$0.00      **2021013097**

Commissioners' Court Order No. 06-4-21

Precinct No. 4

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date 3-27-2021

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of FIBEROPTIC CABLE, location of which is fully described as follows: CELL TOWER 10948 E. CLUB RD.

1 pages of drawings attached.

Construction will begin on or after 4-12, 2021.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2021, and all subsequent revisions thereof to date.

Company AT&T

By JERRY RICHARDSON

Title ENGINEER

Address 350 Pine St Suite 650

Beaumont Tx 77701

Telephone 409-659-2423

Fax No. JR5141@att.com

# AT&T Fiber Project

124

Legend  
AT&T

Google Earth

800 ft

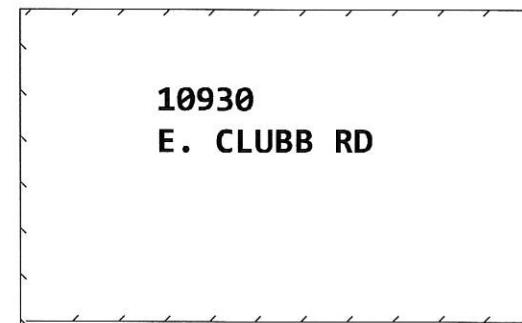
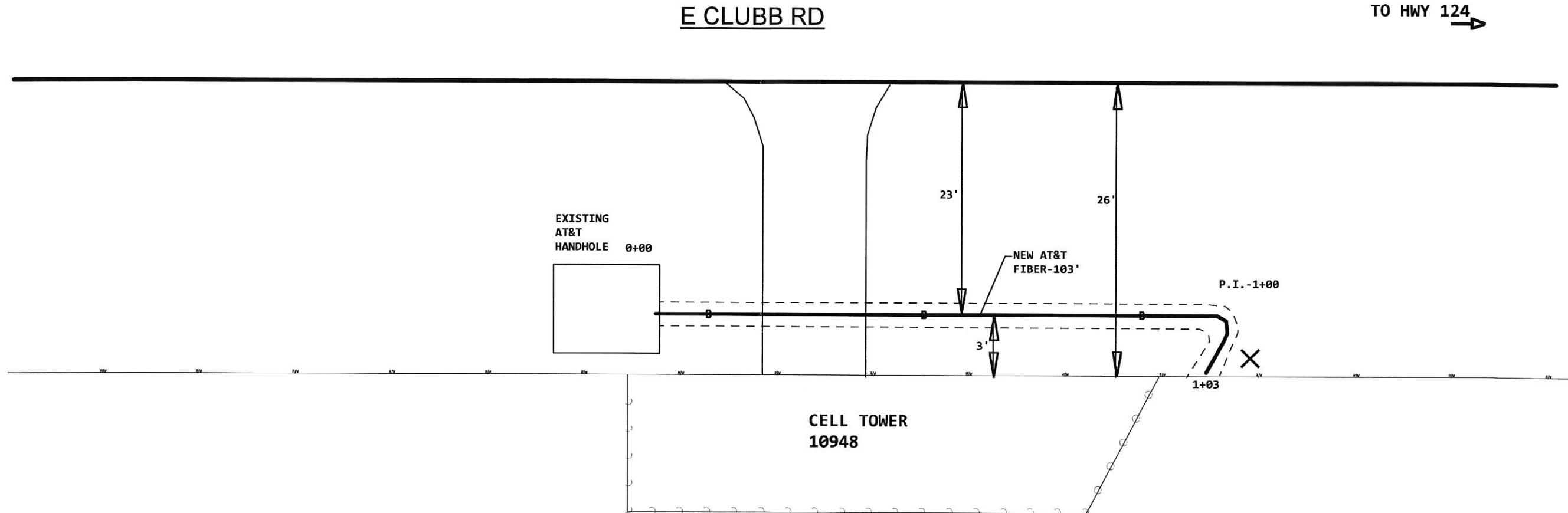
N

124

E Clubb Rd

AT&T

## JEFFERSON COUNTY PERMIT

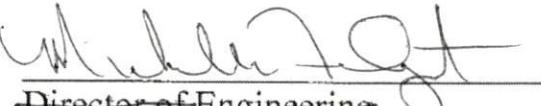


PROJECT #		DATE SVC REQ'D
A021TM9		05/28/2021
DA 1152	GEO LOC WZ3794	CLLI FNNNTTXXFN
PRIMARY ENGR.: ROMERO, DARRELL J		
ENGR. ID: DR9759	PERMIT REQ'D.	Y
PHONE #: 4099241494	PRINT	101F 3

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

County

  
Director of Engineering

Date

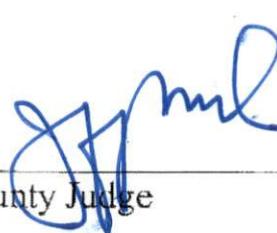
04/08/21

## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By

  
County Judge

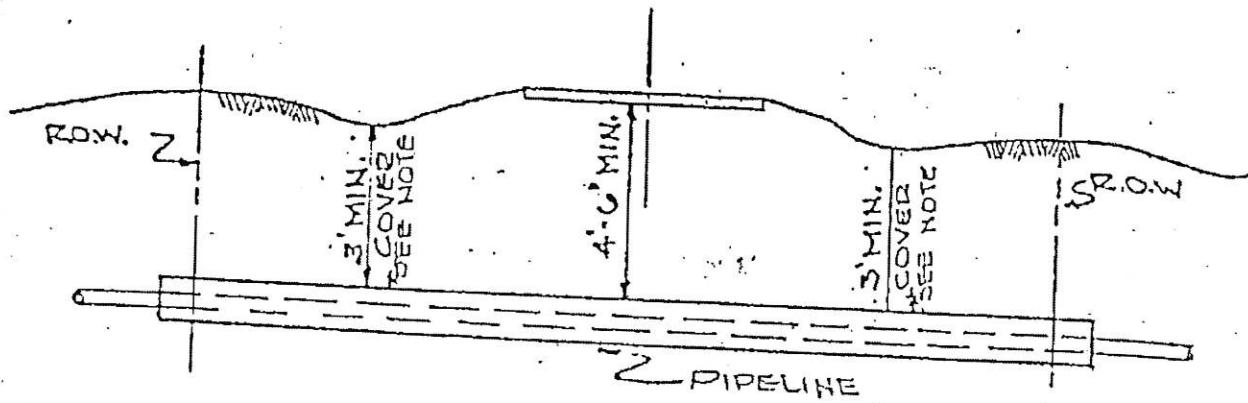
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

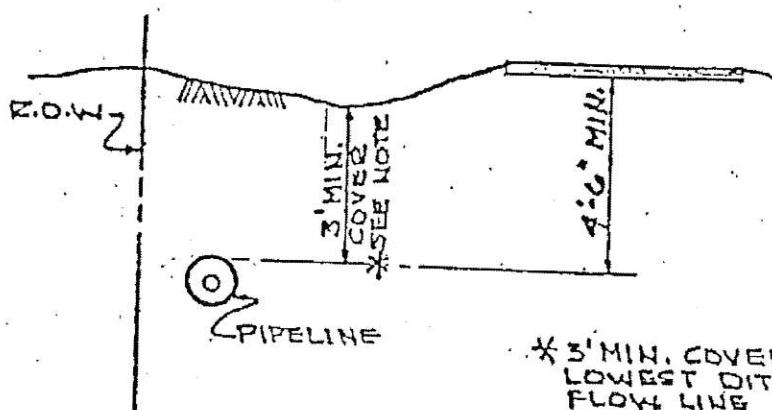
<u>N/A</u> road crossing @ \$100.00	\$ <u>N/A</u>
<u>      </u> miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
<b>TOTAL</b>	<b>\$ <u>N/A</u></b>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



NOTE: CASING TO EXTEND 10' OUTSIDE R.O.W. EACH SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING



## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79   NO SCALE   <i>Armenia</i>

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

### Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  1. It is a common carrier; and,
  2. It serves a public purpose; and,
  3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at 9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

### Exiting Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

### Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## SPECIFICATIONS

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

### Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 1/2 sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with 1/2" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

#### Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

#### Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

#### Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

#### Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

#### Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

#### Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

#### Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

#### **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

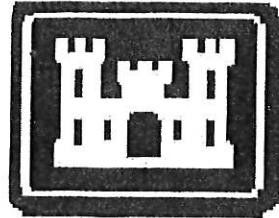
Rev. 2003

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Rev. 2003

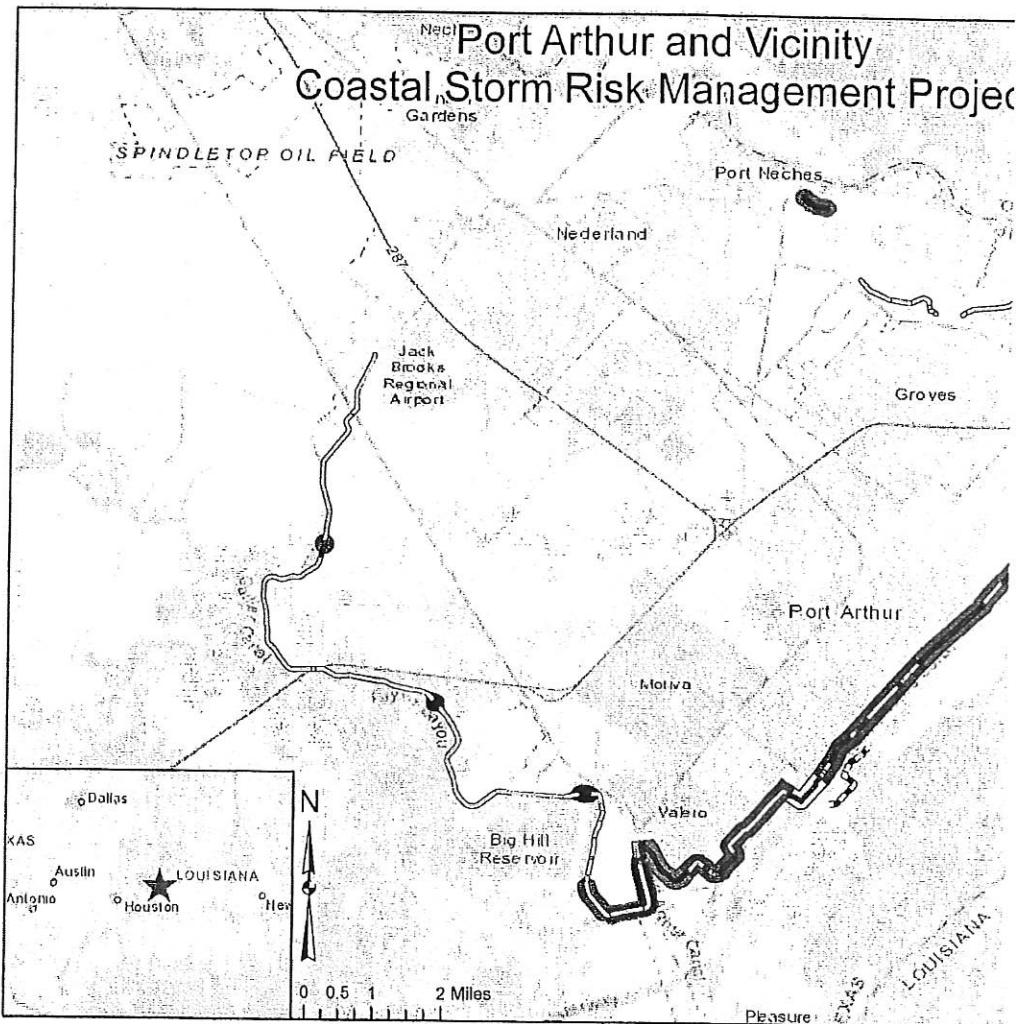
**AGENDA ITEM****March 30, 2021**

Consider, possibly approve, and authorize the County Judge to execute Right of Entry DACW64-9-21-5739 for Survey and Exploration for the Department of the Army to survey and perform field investigations in relation to the Sabine Pass to Galveston Bay Coastal Storm Management Project.



US Army Corps  
of Engineers  
Galveston District

# Port Arthur and Vicinity Coastal Storm Risk Map



## Project Background:

The Port Arthur and Vicinity Coastal Storm Risk Management Project is a component of the Texas Coastal Storm Risk Management and Ecosystem Restoration Project, which spans across Brazoria and Jefferson Counties. The Sabine Pass to Galveston Bay project is a part of the larger study and Restoration Feasibility Study. The purpose of this project is to reduce erosion, protect life and critical infrastructure, maintain and restore coastal habitat, enhance environmental quality, and support economic development.

## Descriptions of Survey and Field Investigations

### **Surveys – Planimetric, Boundary, Utility, and Bathymetric**

Planimetric and topographic surveys will include measuring positions and elevations of the natural ground and of the existing structures in relation to the Sabine Pass to Galveston Bay Project. This will be completed using light detection and ranging (LiDAR), total stationing, and a global positioning system with real-time kinematic. Expected equipment for completion of this work will be a survey crew with their handheld surveying equipment and personnel transportation (atv/truck).

Metes and bounds surveys will include identifying corners and tracing boundaries for the entire parcel. It may also include identifying structures, utilities, and rights-of-way. Government will monument the right of way for the Sabine Pass to Galveston Bay Project. Monuments will be a 5/8" reinforcing rod or pipe with an aluminum or bronze cap. This will be completed using total stationing and a global positioning system with real-time kinematic. Expected equipment for completion of this work will be a survey crew with their handheld surveying equipment and personnel transportation (atv/truck).

Utility surveys will include photographing and measuring the position of surface features. Government will identify subsurface utilities and confirm utility location and depth using magnetometers and ground penetrating radar (GPR). Expected equipment for completion of this work will be a survey crew with their handheld surveying equipment, GPR equipment, and personnel transportation (atv/truck).

Bathymetric surveys will include shallow and deep water multibeam sounding methods, single point sounding methods, and lead line measurements. All bathymetric survey data shall be collected using a multibeam system to the greatest extent possible, however, should site conditions prevent this single beam data and lead line measurement collection methods will be utilized. Expected equipment for completion of this work will be a survey crew using a traditional or unmanned survey vessel to collect multibeam or single acoustic data.

### **Geotechnical Investigations – Core Borings and Cone Penetration Tests**

Core borings are required to determine the strength of levee that can be built for protection against hurricanes. Core borings can be drilled up to depths of 80 feet. This process collects soil for laboratory soil classification and strength testing. All bore holes will be backfilled upon completion of the boring. Soil boring locations can be relocated if there are conflicts with the surrounding structures or environment. Expected equipment for completion of this work will be a crew with their handheld equipment, personnel transportation (atv/truck), and specialized drilling rig/truck.

Cone penetration tests (CPT) aid in the geotechnical analysis in place of core borings by recording surface friction, water pressure, and soil hardness data. It also allows for testing up to 80 feet in depth. CPT locations can be relocated if there are conflicts with the surrounding structures or environment. Expected equipment for completion of this work will be a crew with their handheld equipment, personnel transportation (atv/truck), and specialized CPT truck.

[continued on next page]

## **Cultural Investigations**

The US Army Corps of Engineers is required under the National Historic Preservation Act of 1966, as amended, to identify and inventory all historic properties within the Sabine Pass to Galveston Bay Project. Field investigations will focus on identifying the nature of each inventoried resource including, but not limited to, integrity, archeological or historical context, content, and distribution. Investigations may include subsurface testing. Expected equipment for completion of this work will be a crew with their handheld equipment including, but not limited to, cameras, global positioning system (GPS) units, shovels, and in the case of areas within or near the floodplain, backhoes. Limited hand excavations involve 12 to 20 inch (30 to 50 cm) wide holes excavated to a depth of around three feet (one meter), approximately every 100 feet (30 meters) in a grid pattern within the project footprint. Mechanical trenching and scraping creates trenches approximately 10 to 15 feet (3 to 5 meters) wide and 6 to 15 feet (2 to 5 meters) deep. The discovery of culturally significant artifacts may require additional subsurface investigations within the project area. Any identified artifacts will be analyzed in the field and returned as close to their original location as practicable. Any excavations that are conducted will be backfilled, and the surface will be returned as closely as practicable to its original state.

DEPARTMENT OF THE ARMY  
DACP64-9-21-5739  
PID: 85107 (Internal ID: 2022\_85107)  
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson      PLEASURE ISLAND TR 21 .303  
County, TX      (Legal Description)

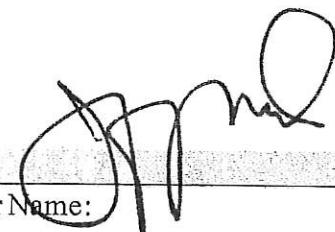
The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.
2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.
5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".
6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

*[signatures contained on next page]*

DACW64-9-21-5739  
PID: 85107 (Internal ID: 2022\_85107)

WITNESSES MY HAND AND SEAL this 8th day of April, 2021

Owner Name: 

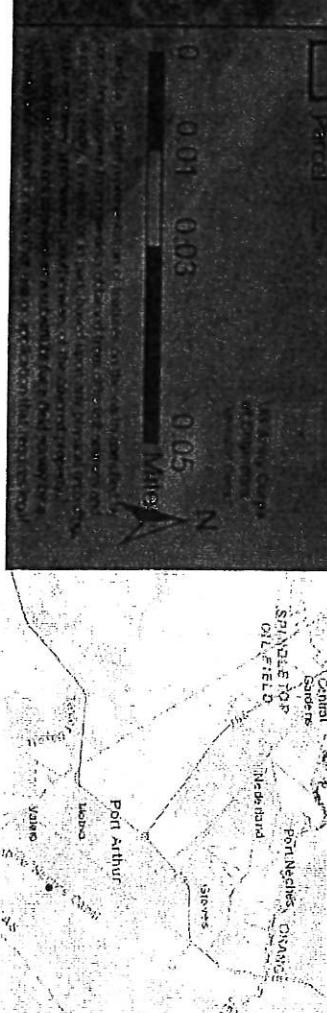
UNITED STATES OF AMERICA

**NELSON.TIMOTHY.J.1230372922** Digitally signed by  
NELSON.TIMOTHY.J.1230372922  
Date: 2021.04.08 07:48:11 -05'00'

BY \_\_\_\_\_  
Timothy J. Nelson  
Contracting Officer, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineers

# Exhibit A

PID: 85107.0  
Owner: JEFFERSON COUNTY  
Legal Desc: PLEASURE ISLAND TR 21 .303



DACW64-9-21-5739  
PID: 85107 (Internal ID: 2022 \_85107)

EXHIBIT "B"

Contact Information for Owner

Name: ERNEST CLEMENT

Best Contact Phone Number: 409-835-8584

Alternate Phone Number (if applicable): \_\_\_\_\_

E-mail Address: eclement@co.jefferson.tx.us

Preferred Mailing Address (if different than property address):

1149 PEARL ST., 5TH FLOOR

City: BEAUMONT State: TX Zip: 77701

Additional rules for all persons entering the Land or Adjacent Land on behalf of  
Government:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EASEMENT AGREEMENT

**Grantor:** Jefferson County, Texas  
 name  
1149 Pearl Street  
 mailing address  
Beaumont      Texas      77701-3638  
 city                state                zip

**Grantee:** **Texas Gas Service, a division of ONE Gas, Inc.**  
**1301 S. Mopac. Expressway, Ste 400**  
**Austin, Texas 78746**

**Effective Date:** \_\_\_\_\_

**1. Grant of Easement.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee a permanent easement and right-of-way on, across, along, over, through and under the certain real property situated in the County of Jefferson, State of Texas, to-wit:

Tract 5B, replat of part of Lots 5 through 10, Block 152, in the City of Port Arthur, Jefferson County, Texas, being a tract described by plat or map thereof recorded in Document No. 2014037745, in the Office of the County Clerk of the afore-mentioned County and State (the "Property").

Grantor further grants to Grantee the rights of ingress and egress, including the right to use existing roads and as much of the surface of the Property as necessary to accomplish the acts described below.

**2. Purpose of Easement.** This easement and right-of-way shall be used for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, abandoning in place and removing pipeline(s) and/or service line(s) and related appurtenances and equipment (together the "Facilities") for the distribution of natural gas. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48").

**3. Duration of Easement.** This easement shall be perpetual, subject only to the termination provision contained in Paragraph 10.

**4. Warranty of Title.** Grantor represents and warrants that it is the owner in fee simple of the Property. Grantor and Grantor's successors and assigns are and shall be bound to warrant and forever defend the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

**5. Exclusiveness of Easement.** Grantor represents and warrants that it has not and will not in the future convey any other easement or conflicting rights in the area covered by this grant. Grantor covenants not to construct any building or other permanent structure, nor to alter the surface grade of the Property within the boundaries of the easement or so close thereto as to prevent proper maintenance, repair or removal of the Facilities. If Grantee agrees in the future to relocate all or part of the Facilities to accommodate construction or surface regrading by Grantor, then Grantor shall reimburse Grantee for all costs associated with such relocation.

**6. Temporary Easement.** Grantee shall have the right to use as much of the surface of the adjacent land as may be reasonably necessary to construct and install the Facilities on the Property. Grantee agrees that, during the construction of the Pipeline and after construction, Grantee will replace and or repair property to better than condition.

**7. Easement Description.** The easement and right-of-way shall be 10 feet in width, consisting of 5 feet on each side of the location of the centerline of the Facilities as actually laid, constructed or installed. Following completion of the construction of Grantee's Facilities, Grantee may amend this Agreement to include an exhibit that reflects the location of the Facilities as built and record the amended Agreement, and any such amended description shall be included within and constitute the easement and right-of-way granted by Grantor herein.

**8. Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery that may encroach upon the easement area. Grantee shall dispose of all cuttings and trimmings either by piling and burning in the easement area (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Property.

**9. Existing Environmental Conditions.** Grantor represents and warrants that as of the effective date of this Agreement, (i) the Property complies in all material respects with any applicable federal or state environmental laws and regulations; (ii) Grantor has not (and has no knowledge of any other person or entity which has) caused any production, use, release, threatened release or disposal of any hazardous materials at the Property in any material quantity; and (iii) Grantor has no notice or knowledge of any actual, pending or threatened environmental claims against the Property.

**10. Termination.** Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

**11. Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Except as otherwise provided herein, any amendment or modification must be in writing and executed by both parties.

**12. Dispute Expenses and Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.

**13. Assignability and Binding Effect.** This easement shall be assignable. This Agreement shall bind and inure to the benefit of Grantee and Grantee's successors and assigns and to the benefit of Grantor and Grantor's successors and assigns.

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

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, Grantor has executed this Agreement to be effective on the date first written above.

GRANTOR: Jefferson County, Texas

By:   
 Printed Name: JEFF R. BRANICK  
 Title: COUNTY Judge

ACKNOWLEDGMENT (CORPORATE)

STATE OF TEXAS §  
 COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this 20<sup>th</sup> day of April, 2021, personally appeared JEFF R. BRANICK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same in the capacity COUNTY Judge of Jefferson County, Texas for the purposes and consideration therein expressed.

(seal)



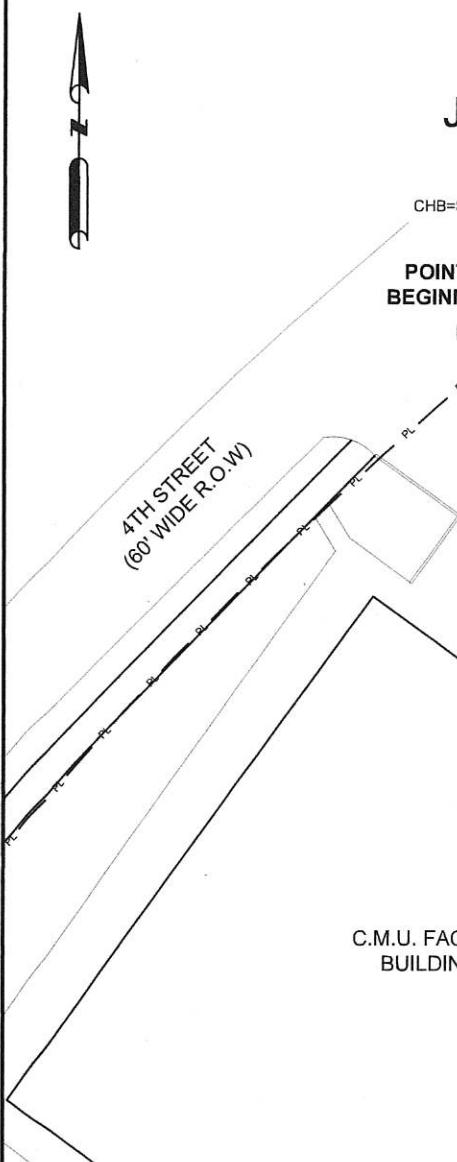
Signature: Loma George  
 Typed Name: Loma George  
 Notary Public in and for the State of Texas  
 My commission expires: 02-07-2023

After recording, return to:

Texas Gas Service Co.  
Attn: Dean Dobbs  
1301 S. MoPac Expy Suite #400  
Austin, Texas 78746-6918

EXHIBIT 'A'  
J. BUTLER SURVEY, A-9  
JEFFERSON COUNTY, TEXAS

147



L=51.19'  
R=914.93'  
 $\Delta=3^{\circ}12'19''$   
CHB=S51°51'05" W  
CHD=51.18'

**POINT OF BEGINNING**

**POINT OF COMMENCING**  
5/8" IRON ROD FOUND

**TRACT 5A**

**FOUND 5/8" IRON ROD**

**TRACT 5B**

CONCRETE PARKING

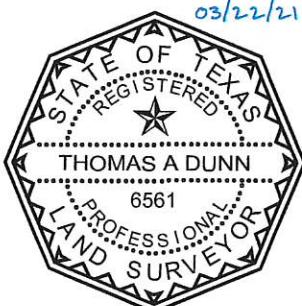
M.U. FACADE  
BUILDING

AREA TABLE	
PROPOSED EASEMENT	0.0517 ACRES
	2,253.72 SQ FT

TRACTS 5A & 5B  
REPLAT OF PART OF LOTS 5  
THRU 10, BLOCK 152, PART OF  
ABANDONED LAKESHORE DRIVE  
AND SHREVEPORT AVENUE  
CITY OF PORT ARTHUR  
DOCUMENT NUMBER 2014037745  
OFFICIAL PUBLIC RECORDS OF  
JEFFERSON COUNTY, TEXAS

**TRACT 5B**

SCALE: 1" = 40'



THOMAS A. DUNN  
PROFESSIONAL LAND  
SURVEYOR NO. 6561

SURVEYED ON THE GROUND 03/15/21

#### NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.
2. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

654 N. SAM HOUSTON Pwy E., STE 300  
HOUSTON, TX 77060  
PHONE: 281.506.7168

3. TITLE RESEARCH PERFORMED BY OTHERS.

TXBPLS REGISTRATION NO. 10194092

REV.	DATE	REVISION DESCRIPTION	BY	CHK.	APP.
0	03/16/21	ISSUED FOR ACQUISITION	CDW	KC	PES
PAGE: 1 OF 2	SCALE: 1"=40'	JOB: 5100013	DATE: 03/16/21	FILE: JEFFERSON COUNTY	

PAGE: 1 OF 2      SCALE: 1"= 40'      JOB: 5100013      DATE: 03/16/21      FILE: JEFFERSON COUNTY

## *PORT ARTHUR LAKESHORE DRIVE*

**PROPOSED 10' WIDE  
EASEMENT**

0.0517 ACRES SITUATED IN THE  
TRACTS 5A & 5B REPLAT  
J. BUTLER SURVEY, A-9  
JEFFERSON COUNTY, TEXAS

CENTERLINE FOOTAGE: 225.38'

RODS: 13.66

**EXHIBIT 'A'**  
**J. BUTLER SURVEY, A-9**  
**JEFFERSON COUNTY, TEXAS**

**GENERAL DESCRIPTION**

BEING A PROPOSED 0.0517 ACRE (2,253.72 SQ FT), TEN (10) FOOT WIDE EASEMENT IN THE J. BUTLER SURVEY, A-9, JEFFERSON COUNTY, TEXAS, SITUATED IN TRACT 5B OF THE TRACTS 5A & 5B REPLAT OF PART OF LOTS 5 THRU 10, BLOCK 152, PART OF ABANDONED LAKESHORE DRIVE AND SHREVEPORT AVENUE, CITY OF PORT ARTHUR AS DESCRIBED IN THAT DOCUMENT RECORDED IN DOCUMENT NUMBER 2014037745 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (O.P.R.J.C.T.), SAID EASEMENT BEING MORE PARTICULARLY 5 FEET ON EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE:

**COMMENCING AT THE NORTH CORNER OF SAID TRACT 5B MARKED BY A FOUND 5/8" IRON ROD,**

**THENCE WITH THE WEST LINE OF TRACT 5B ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 51.19 FEET, RADIUS OF 914.93 FEET, DELTA ANGLE 3°12'19", CHORD BEARING S 51°51'05" W, CHORD LENGTH 51.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT CENTERLINE;**

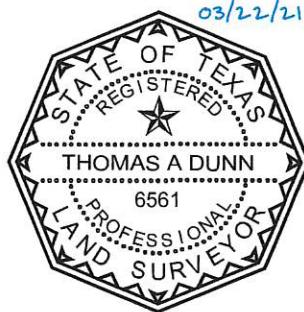
**THENCE THROUGH AND ACROSS SAID TRACT 5B, S 54°02'37" E, 225.38 FEET TO THE POINT OF TERMINATION ON THE EAST LINE OF SAID TRACT 5B, FROM WHICH A FOUND 5/8" IRON ROD MARKING THE EAST CORNER OF SAID LOT 5B BEARS N 44°06'36" E, 5.05 FEET.**

TOTAL DISTANCE 225.38' OR 13.66 RODS

*NOTE: THIS DESCRIPTION IS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THE SUBSEQUENT MAPPING IS THE RESULT OF THAT SURVEY TOGETHER WITH RECORD TITLE INFORMATION FURNISHED BY OTHERS AND IS NOT A BOUNDARY SURVEY OF THE PARENT PROPERTY. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.*

  
 THOMAS A. DUNN  
 PROFESSIONAL LAND  
 SURVEYOR NO. 6561

SURVEYED ON THE GROUND 03/15/21



TXBPLS REGISTRATION NO. 10194092

NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.
2. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
3. TITLE RESEARCH PERFORMED BY OTHERS.



654 N. SAM HOUSTON PKWY E., STE 300  
 HOUSTON, TX 77660  
 PHONE: 281.506.7168

REV.	DATE	REVISION DESCRIPTION	BY	CHK.	APP.
0	03/16/21	ISSUED FOR ACQUISITION		CDW	KC
PAGE: 2 OF 2	SCALE: NA	JOB: 5100013	DATE: 03/16/21	FILE: JEFFERSON COUNTY	RODS: 13.66

**PROPOSED 10' WIDE  
 EASEMENT**

0.0517 ACRES SITUATED IN THE  
 TRACTS 5A & 5B REPLAT  
 J. BUTLER SURVEY, A-9  
 JEFFERSON COUNTY, TEXAS

CENTERLINE FOOTAGE: 225.38'

RODS: 13.66



## RIGHT-OF-WAY SETTLEMENT

FORM 6102 [11-14]

DATE 3/31/2021 AGENT Justin Musgrove – Contract Agent

Receipt is hereby acknowledged of the sum of \$ 6,147 00 from Texas Gas Services  
(BUSINESS ENTITY)

in full settlement to date of any and all claims of any nature whatsoever for damages caused by or arising out of the installation, construction, or maintenance of:

1. 10-foot-wide right of way

on and across the premises described as follows:

TRACT SA + SB of Replat S-10 BIK 152  
Jefferson County Texas

AFE NO.

PROJECT

Lakehouse Drive

OWNER'S SIGNATURE

OWNER'S SIGNATURE

LINE NO.

N/A

OWNER'S ADDRESS

TRACT NO.

1

SSN/TIN

74-6000291

### SPECIAL REQUEST

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## DAMAGE SETTLEMENT

FORM 6101 [11-14]

DATE 3/31/2021

AGENT Justin Musgrove - ABL Contract Agent

Receipt is hereby acknowledged of the sum of \$ 4,098 00/00 from Texas Gas Service  
(BUSINESS ENTITY)

in full settlement to date of any and all claims of any nature whatsoever for damages caused by or arising out of the installation, construction, or maintenance of:

1. 10-foot-wide Right of Way

on and across the premises described as follows:

Tracts 5A & 5B of Section 5-10 Blk 152  
Jefferson County, Texas

AFE NO.

PROJECT

Lakeshore P.A. OWNER'S SIGNATURE

John

OWNER'S SIGNATURE

LINE NO.

N/A

OWNER'S ADDRESS

TRACT NO. 1

### A. SHARE OF PAYMENT

TOTAL PAYMENT TRACT \$10,245 00/00 = 100% of Damages Payment

## CALCULATIONS

### B. DAMAGES AREA

	<u>CROP</u>	<u>FEET</u>	<u>ACRES</u>
1	Native Grasses	10' X 225.38'	= <u>0.0517</u>
2	_____	_____ X _____	= _____
3	_____	_____ X _____	= _____
4	_____	_____	_____

### C. IDENTIFY

	<u>CROP TYPE</u>	<u>PRICE/UNIT</u>	<u>ACRES</u>	<u>YIELD</u>	<u>TOTAL</u>
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____

### D. MISCELLANEOUS

### E. OTHER INFORMATION

This Endorsement effective 04/24/2021  
 forms part of Policy Number AAC N1075883A 002  
 Issued to Jefferson County  
 By ACE Property and Casualty Insurance Company

**ADDITION OF AIRCRAFT ENDORSEMENT**  
 (For use with Aircraft Policy AC 102 11-98)

In consideration of an additional premium of \$ 5,546 , it is agreed that the following Aircraft is added for insurance under this policy:

**DESCRIPTION OF AIRCRAFT, HULL COVERAGES AND HULL DEDUCTIBLES:**

Description of Aircraft insured for liability coverages in Item 8 of the Declarations, hull coverages under this Item 9. The Named Insured affirms that each of the Aircraft described in this policy is licensed under a "standard" Airworthiness Certificate as defined by the F.A.A.

**DESCRIPTION OF AIRCRAFT**

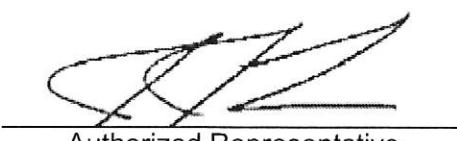
Type Codes are: A = Amphibian L = Landplane R = Rotorcraft S = Seaplane

F.A.A. Cert. No.	Make and Model	Type Code	Year Built	Engine and Horse Power	Total Seats Including Crew
N21673	Cessna 188B	L	1974		1
N82886	Cessna 188B	L	1973		1
N541MC	Beech 65-A90-1	L	1965		1

**HULL COVERAGES, AMOUNT OF INSURANCE, DEDUCTIBLES AND PREMIUMS**

Deductibles shall apply to each claim. Ingestion deductibles apply to each claim each engine. In the event of a claim involving both the In Motion and Ingestion deductibles, only the higher of the two deductibles shall apply.

F.A.A. Cert. No.	Hull Coverage	Amount of Insurance	Not in Motion Deductible	In Motion Or Moored Deductible	Ingestion Deductible	Hull Premiums
N21673	No	Aircraft	Physical	Damage	Coverage	Hereunder
N82886	No	Aircraft	Physical	Damage	Coverage	Hereunder
N541MC	No	Aircraft	Physical	Damage	Coverage	Hereunder



Authorized Representative

This Endorsement effective 04/24/2021  
forms part of Policy Number AAC N1075883A 002  
Issued to Jefferson County  
By ACE Property and Casualty Insurance Company

**CHEMICAL APPLICATION ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

In consideration of the additional premium of \$ 986 , it is understood and agreed that:

1. Section Three, Insurance For Liability To Others, is amended at subsection (C), Exclusions (What we will not pay for), subpart 1(a), by adding the following after the words "abnormal Aircraft operation":

However, sub-part (ii) of this provision does not apply to Bodily Injury or Property Damage from chemicals applied by or from an Aircraft for the purpose of mosquito abatement or other approved abatement as stated below, provided that the Bodily Injury or Property Damage caused by such application of chemicals is caused by an Occurrence arising out of a single recorded Flight of such Aircraft. OTHER APPROVED ABATEMENT:

As required by the Named Insured

2. The Declarations are amended at Item 8, Liability Coverages, Limits of Liability and Premiums, by adding the sub-limits as stated in the Schedule below. These sub-limits are included within, and are not in addition to, the Limits of Liability shown in item 8 of the Declarations.
3. Section Three, Insurance For Liability To Others, is amended at subsection (A), What We Insure, by adding the following to Coverage A - Bodily Injury Liability (excluding passengers), Coverage B- Property Damage Liability, Coverage C- Passenger Bodily Injury Liability, and Coverage D - Single Limit - Bodily Injury (including or excluding passengers) and Property Damage Liability:

Notwithstanding anything to the contrary in this provision, the maximum amount that we will pay each Occurrence for Bodily Injury and Property Damage caused by the covered application of chemicals by or from an Aircraft for the purpose of mosquito abatement or other approved abatement as stated below is the amount shown in Item 8 of the Declarations under Liability Coverages, Sub-Limits of Liability and Premiums for Bodily Injury and Property Damage from Chemical Applications, under "each Occurrence". Notwithstanding anything to the contrary in this provision, the maximum amount that we will pay for all Bodily Injury and Property Damage caused by the covered application of chemicals by or from an Aircraft for the purpose of mosquito abatement or other approved abatement as stated below during the policy period, regardless of the number of Occurrences during the policy period, is the amount shown in Item 8 of the Declarations under Liability Coverages, Sub-Limits of Liability and Premiums for Bodily Injury and Property Damage from Chemical Applications, under "Policy Period Aggregate."

4. This endorsement creates sub-limits which further limit, and do not increase, Our maximum liability under this policy.

Endorsement No. 2

This Endorsement effective 04/24/2021  
forms part of Policy Number AAC N1075883A 002  
Issued to Jefferson County  
By ACE Property and Casualty Insurance Company

### **CHEMICAL APPLICATION ENDORSEMENT CONTINUED**

#### **SCHEDULE**

#### **LIABILITY COVERAGES, SUB-LIMITS OF LIABILITY AND PREMIUMS**

COVERAGES	SUB-LIMITS OF LIABILITY	LIABILITY PREMIUMS
Bodily Injury and Property	\$300,000	each Occurrence \$ 493
Damage from Covered Chemical Applications	\$1,000,000	Policy Period Aggregate \$ 493

The above sub-limits of insurance are included within, and are not in addition to, the Limits of Insurance.

All other terms and conditions remain unchanged.



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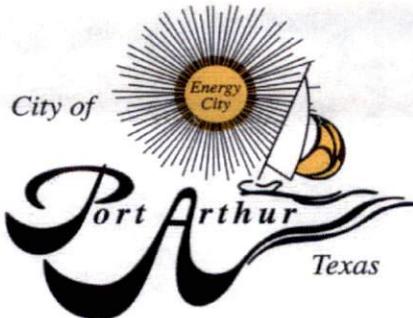
Authorized Representative

**AGENDA ITEM****April 20, 2021**

Consider, possibly approve and authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur for unsafe property located at 4448 Lewis Drive, Port Arthur 77641.

THURMAN "BILL" BARTIE, MAYOR  
CHARLOTTE MOSES, MAYOR PRO TEM

COUNCIL MEMBERS:  
INGRID HOLMES.  
CAL J. JONES  
THOMAS J. KINLAW III  
KENNETH MARKS  
DONALD RAY FRANK, SR.



RONALD BURTON  
CITY MANAGER

VAL TIZENO  
CITY ATTORNEY

SHERRI BELLARD  
CITY SECRETARY

April 6, 2021

**CERTIFIED: 7020 3160 0000 7936 5920 & Copy Sent VIA Regular Mail**

Jefferson County et al.  
1149 Pearl Street  
Beaumont, Texas 77701-3638

**RE: 4448 LEWIS DRIVE (RESIDENCE)  
LOT 5 & LOT 6 BLOCK 7 JEFFERSON HOMESITES ADDITION**

Dear Jefferson County et al,

Enclosed is a Demolition Waiver. Please sign it in the presence of a Notary Public, and return it with a copy of your Deed and driver's license (All parties involved).

If you have any questions, please do not hesitate to call me at (409) 983-8209.

Sincerely,

Ronnie Mickens,  
Demolition Inspector

## DEMOLITION WAIVER

**City of Port Arthur  
Development Services—Demolition Division  
300 E. 4th Street, Suite 700 — P. O. Box 1089, Port Arthur, TX 77641-1089  
(409) 983-8209/(409) 983-8250**

at 4448 Lewis Drive, legally described as Lot 5 & Lot 6 Block 7  
(Street Address) (Legal Description)

Jefferson Homesites Addition

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): 

Mailing Address: 1149 PEARL

Telephone Number(s): 409-835-8446

SUBSCRIBED AND SWORN BEFORE ME THIS 20<sup>th</sup> DAY OF April, 2021

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

APPROVED BY CITY STAFF: 



## Account Status

CELLIS  
ACT8006 v1.289

Prev Sele... Next Sele... Prev.Owner Next Owner Acct History Acct Summary Notes Documents

Go To:

04/15/2021 09:42:01  
ACTJC

## STATUS DETAIL

Expand Fees

Summary

## Account Information

Account No. 032200-000/011400-00000

Roll Code REAL PROPERTY

Certified Owner JEFFERSON COUNTY

Parcel Address 4448 LEWIS DR

Amount Due as of 04/15/2021

Owner No. 0

## Tax Units

## Tax Unit Description

## Tax Unit,Yr, Rec. Type

List of Tax Units

1 9 35 43 51 55 9008

Tax Unit

Year

Rec. Type

Multi Select

1

9

35

43

51

55

9008

&lt;

&gt;

AG INCLUDED

Remove Fees

Countywide

## Amount Due/Paid Information

Year	Appr. Value	H	O	V	D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	\$27,690			0		\$917.70	\$0.00	\$0.00	\$917.70	\$100.94	\$0.00	\$1,018.64
2019	\$23,060			0		\$747.46	\$0.00	\$0.00	\$747.46	\$391.65	\$0.00	\$1,139.11
2018	\$23,060			0		\$734.95	\$0.00	\$0.00	\$734.95	\$490.94	\$0.00	\$1,225.89
2017	\$23,060			0		\$714.59	\$0.00	\$0.00	\$714.59	\$580.27	\$0.00	\$1,294.86
2016	\$23,060			0		\$675.50	\$0.00	\$0.00	\$675.50	\$645.78	\$0.00	\$1,321.28
2015	\$23,060			0		\$674.21	\$0.00	\$0.00	\$674.21	\$741.63	\$0.00	\$1,415.84
2014	\$23,060			0		\$688.30	\$0.00	\$0.00	\$688.30	\$856.26	\$0.00	\$1,544.56
2013	\$23,060			0		\$658.17	\$0.00	\$0.00	\$658.17	\$913.53	\$0.00	\$1,571.70
2012	\$23,050			0		\$646.91	\$0.00	\$0.00	\$646.91	\$991.06	\$0.00	\$1,637.97

Last Payment Date

Totals

\$11,524.56

\$1,108.97

\$0.00

\$10,415.59

\$13,198.24

\$0.00

\$23,613.83

Last Payer

Alert

SIT Payments



04/06/2021 10:23

04/06/2021 10:24



04/06/2021 10:24



**Special, April 20, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, April 20, 2021