

SPECIAL, 1/21/2014 1:30:00 PM

BE IT REMEMBERED that on January 21, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
January 21, 2014

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
January 21, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **21st** day of **January 2014** at its regular meeting place in the Commissioner's 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:

WORKSHOP: 11:00 a.m. – Presentation from Darrick W. Eugene & Associates, PC regarding the benefits of and requirements for creating a Transportation Reinvestment Zone within Jefferson County, Texas.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

*Notice of Meeting and Agenda and Minutes
January 21, 2014*

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 8 - 38

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AIRPORT:

2. Consider and possibly approve lease with Hotard Coaches, Inc for land lease.

SEE ATTACHMENTS ON PAGES 39 - 47

Motion by: Commissioner Weaver

Second by: County Judge Branick

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

Action: APPROVED

COUNTY AUDITOR:

3. Consider and approve budget amendment - Criminal District Court - transfer of three positions.

120-2032-412-1002	ASSISTANTS & CLERKS	\$89,893.00	
120-2032-412-1007	COURT REPORTER	\$55,546.00	
120-2032-412-1094	LONGEVITY PAY	\$1,202.00	
120-2032-412-1095	EDUCATION PAY	\$4,000.00	
120-2032-412-2001	F.I.C.A. EXPENSE	\$11,524.00	
120-2032-412-2002	EMPLOYEES' RETIREMENT	\$26,227.00	
120-2032-412-2003	EMPLOYEES' INSURANCE	\$16,475.00	
120-2037-412-1002	ASSISTANTS & CLERKS		\$89,893.00
120-2037-412-1007	COURT REPORTER		\$55,546.00
120-2037-412-1094	LONGEVITY PAY		\$1,202.00
120-2037-412-1095	EDUCATION PAY		\$4,000.00
120-2037-412-2001	F.I.C.A. EXPENSE		\$11,524.00

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January 21, 2014*

120-2037-412-2002	EMPLOYEES' RETIREMENT		\$26,227.00
120-2037-412-2003	EMPLOYEES' INSURANCE		\$16,475.00

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

4. Regular County Bills - check #389353 through check #389643.

SEE ATTACHMENTS ON PAGES 48 - 56

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

COUNTY COMMISSIONERS:

5. Consider, possibly approve, and authorize the County Judge to sign and receive and file an Inter-local Agreement between Jefferson County, Precinct 2 and Texas Parks & Wildlife Game Warden for use of office space.

SEE ATTACHMENTS ON PAGES 57 - 57

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

6. Consider, possibly approve and authorize the County Judge to execute and Inter-local Cooperation Contract between Jefferson County and Spindletop Center for the Jefferson County Sheriff to provide a Mental Health Liaison deputy to assist Spindletop Center.

SEE ATTACHMENTS ON PAGES 58 - 65

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

*Notice of Meeting and Agenda and Minutes
January 21, 2014*

7. Consider, possibly approve and authorize the Port Arthur Rotary Club to construct a monument displaying the American and numerous foreign flags upon Jefferson County property, at the seawall in Precinct 3 and provide construction and maintenance access via adjacent county parking lot.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY TREASURER:

8. Receive and File Investment Schedule for December, 2013, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 66 - 68

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

9. Request approval to release retainage to Basco Construction, Inc. for the Refurbishment of Jefferson County Health Clinic in the amount of \$42,003.20, Application No. 9.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

10. Execute, receive and file Utility Permit 01-U-14 to West Jefferson County MWD for the distribution of a Potable Water Line along Marsh Road in Hamshire, Texas. This project is located in Precinct No. 3.

SEE ATTACHMENTS ON PAGES 69 - 81

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

RISK MANAGEMENT:

11. Consider and possibly approve Commercial Property Insurance renewal with AmRisc , effective February 1, 2014, at an annual premium of \$1,254,603.00 (a \$71,304.95 reduction from 2013).

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

12. Consider and possibly approve renewal of Boiler & Machinery coverage with CNA Insurance, effective February 1, 2014, at an annual premium of \$11,344.00 (a \$3,994.00 increase from 2013).

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Consider and possibly approve Public Officials Liability Insurance renewal with Ace American Insurance, effective February 1, 2014, at an annual premium of \$26,411.00 (a \$1,197.00 increase from 2013).

Action: TABLED

14. Consider and possibly approve Workers' Compensation Excess Liability Insurance renewal with New York Marine and General Insurance, effective February 1, 2014, at an annual premium of \$144,032.00 (a \$12,651.00 increase from 2013).

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

15. Receive and File executed contract between Jefferson County and Interface EAP for Employee Assistance Program renewal.

SEE ATTACHMENTS ON PAGES 82 - 88

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

DISTRICT ATTORNEY:

16. Consider and possibly approve a Resolution approving the application for VAWA grant 1346617 for the fiscal year September 1, 2014 through August 31, 2015.

SEE ATTACHMENTS ON PAGES 89 - 89

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

Other Business:

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

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

**Jeff R. Branick
County Judge**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Invitation for Bids

January 21, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 14-001/JW, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Lighting Supplies for Runway and Taxiway
at Jack Brooks Regional Airport
BID NO: IFB 14-001/JW
DUE DATE/TIME: 11:00 AM, February 25, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 22nd and 29th, 2014

IFB 14-001/JW
Term Contract for Lighting Supplies for Runway and Taxiway
at Jack Brooks Regional Airport
Bids due: 11:00 AM, February 25, 2014

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE)
WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE
([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR
ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED
FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.**

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids.

Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that

will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

- 2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.
- 2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.
- 2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.
- 2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.
- 2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.
- 2.8 Storage.** Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.
- 2.9 Compliance with Federal, State, County, and Local Laws.** Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.
- 2.10 OSHA.** The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.
- 2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.
- 2.12 Samples, Demonstrations and Testing.** At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.
- 2.13 Acceptability.** All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.
- 2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **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.
- 7.1.2 **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.
- 7.1.3 **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.
- 7.2 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.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 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.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 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
- 7.5.2 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.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 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.
- 7.8 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.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 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.
- 7.9.2 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.
 - 7.9.3 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.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 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.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 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
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 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.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport.

Scope

Vendor shall supply light bulbs and lighting supplies for runway, taxiway, and signage at the Jack Brooks Regional Airport (Jefferson County) subject to the terms and conditions stated herein for a period of one (1) year beginning on the date of award. All light bulbs, lighting equipment, and lighting supplies must meet all current Federal Aviation Administration (FAA) Advisory Circulars for airfield lighting or any other (FAA) Advisory Circular that may pertain to the products as listed on the Bid Form. This includes but is not limited to (FAA) Advisory Circulars: AC 150/5345-47C, AC 150-5345-46D)

Pursuant to (FAA) Advisory Circulars, no substitutions will be considered for Items 1-4 on the Bid Form for this Invitation for Bid.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

Approximate Annual Usage

Items listed on the Bid Form indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Samples

When requested, samples shall be furnished free of expense to Jefferson County for approval by user department.

Brand Name or Equal

List goods or services by brand name, model, and other identifying specifics, **except** for products that are equal to the characteristics of the named brand. Usually the composition of a brand name good and services are provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. **This method will be employed by Jefferson County Purchasing if – and only if – there is sound justification. The burden of justification will rest with the user department.**

Approximate Annual Usage

Items listed on the Bid Form (pages 17-18) indicate our **approximate per order quantities**. No promise is made or implied that these quantities will be purchased.

Orders will be placed on an as-needed basis and delivered to Jack Brooks Regional Airport, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

Price quoted shall be F.O.B. delivered (within 7 working days) to The Jack Brooks Regional Airport in Jefferson County with freight prepaid. Bidder bears freight charges. Vendor shall make deliveries between the hours of 8:00 am – 12:00 noon and 1:00 pm – 3:00 pm, Monday through Friday.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

General Specifications

The items listed below indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Bidder Must Complete & Return This Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No.14-001/JW, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Must Complete & Return This Form With Offer.

Bid Form

Bidders: Please read carefully the Bid Instructions for Bid Form Sections I, II, & III as instructions differ per each section.

Section I.

Bid Instructions for Items 1-4:

(Items 1-4) are to be bid as GE Crouse Hinds brand light bulbs ONLY.

No substitutions for Items 1-4 will be accepted based on information provided in the Scope of Services section of these specifications.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE Crouse Hinds	300	GE Crouse Hinds	\$
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE Crouse Hinds (Part #:10099)	100	GE Crouse Hinds	\$
3	Bulb: EZL 200 Watt, 6.6 Amps Quarts, GE Crouse Hinds	50	GE Crouse Hinds	\$
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part Number: 20590)	300	GE Crouse Hinds	\$

Section II.

Bid Instructions for Items 5-12:

The below items (Items 5 -12) may be bid as GE Crouse Hinds brand or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
5	Bulb: 48 Watt, 6.6 Amp Quarts, (GE Crouse Hinds brand, Part Number: 64337A)	50	GE Crouse Hinds or equivalent: _____	\$
6	Transformer 30/45 Watt, 6.6 Amp, (GE Crouse Hinds brand, Part Number: 33004)	50	GE Crouse Hinds or equivalent: _____	\$
7	Transformer 100 Watt, 6.6 Amp, (GE Crouse Hinds brand, Part Number: 33005)	50	GE Crouse Hinds or equivalent: _____	\$
8	300 Watt Transformer	25	GE Crouse Hinds or equivalent: _____	\$

9	Termination Kits	150	GE Crouse Hinds or equivalent: _____	\$
10	Light Assembly (GE Crouse Hinds Part Number: ETES/1110)	20	GE Crouse Hinds or equivalent: _____	\$
11	Light Assembly Cord Set, (GE Crouse Hinds brand, Part Number: 44A1701/15 L823)	50	GE Crouse Hinds or equivalent: _____	\$
12	Head Assembly 14 inch, (GE Crouse Hinds brand, Part Number: 44B484/1X L861)	20	GE Crouse Hinds or equivalent: _____	\$

Section III.

Bid Instructions for Items 13 - 16:

The below items are to be bid per the brand name specified or equivalent.

Item	Description	Approximate Annual Usage Quantity	Brand	Unit Bid Price (Per Bulb)
13	Field Lighting Arrestors	6	ADB brand or equivalent: _____	\$
14	LED In-Pavement Lights (white)	6	ADB brand or equivalent: _____	\$
15	130 Electrical Splicing Tape – 1 inch	100	3M brand or equivalent: _____	\$
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable. (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Rome brand or equivalent: _____	\$

Minimum Orders are not acceptable. Bids must be for per unit pricing.

Bids received with minimum order amounts will be considered non-responsive.

Acknowledgment of Addenda (if any):

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

Bidder Must Complete & Return This Form With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Must Complete & Return This Form With Offer.

Signature Page

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

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

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

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

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

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

Bidder Must Complete & Return This Form With Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box is you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Must Complete & Return This Form With Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Bidder Must Complete & Return This Form With Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Must Complete & Return This Form With Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

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

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Must Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Must Return This Page With Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Must Complete & Return This Form With Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 2014.

Notary Public in and for
the State of _____

Bidder Must Return This Page With Offer.

THE STATE OF TEXAS }
 COUNTY OF JEFFERSON }

PARKING LOT & TEMPORARY GROUND
RENTAL AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Hotard Coaches, Inc. herein referred to as "Lessee".

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS "Lessee", is qualified to do business in the State of Texas and desires to enter a Parking Lot Rental Agreement with the Lessor for the purpose of leasing temporary parking facilities, with the understanding that the scope of business operations permitted by this agreement is limited to Lessee's temporary parking use. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport, and

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth, and

WHEREAS, Lessor and Lessee signed a non-binding letter of intent on August 28, 2014, to lease property at the Jack Brooks Regional Airport and

WHEREAS, Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the parking area, its use or occupancy, and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. For and in consideration of the rent and covenants herein contained Lessor hereby leases to the Lessee the exclusive use of the following:
 - A. Area 1 – Containing approximately 89,742 square feet, more or less, of paved parking lot, located west of the Main Commercial Terminal, immediately adjacent to the concrete passenger parking lot, and
2. **Terms**. This agreement shall become effective January 21, 2014, and shall expire on October 15, 2016, then automatically renewed as a month-to-month lease subject to adjustment of rental described in Section 5 (Adjustment of Rent).

3. **Rentals.** Lessee covenants and agrees to pay to Lessor rental as follows:

A. Area 1 - \$1,500 per month,

1. plus the cost for the installation and operation of up to six (6) light poles over the first 12 months

4. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

5. **Adjustment of Rent.** Commencing on **October 16, 2016**, and at the expiration of each subsequent calendar year, the rental price may be adjusted to reflect current economic conditions, to include, but not limited to, existing rental rates in the area, cost of utilities, and other relevant factors.

6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

7. **Prohibited Uses.** The purpose of the lease is exclusively to provide short term parking of automobiles for the customers of Lessee during Lessee's normal business hours. Lessee shall not cause or allow the parking or storage of Motor Homes, Travel Trailers, Boats, or other Watercraft. Lessee shall not use the premises for (a) the sale of aircraft fuels, lubricants, or propellants; or (b) the operating of any public restaurant, cafeteria, kitchen stand, or game machines.

8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities. The Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space.

A. Utility cost for the parking lot lights will be paid by Airport.

9. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, maintain reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the leased area.

10. **Lessee's Responsibilities.** Lessee shall, at its own expense and risk, maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

11. **Alterations.** Lessee shall make no additions or alterations to the improvements of the leased premises without the written permission of the Airport Manager.

A. Lessee agrees upon leasing Area 3, lessee will install temporary parking surfaces, such as gravel, limestone, or similar material. All material installed in Area 3 will become property of the Airport upon expiration of the initial lease term. If parties agree to terminate lease prior to lease expiration date, lessee will have the option to leave parking material in place or return lot to original condition, including, but not limited to sodding, seeding, and adequate draining.

12. **Condition and Surrender.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, and accepts the same in an "as is" condition. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

13. **Hold Harmless Covenant.** Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

14. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

A. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

B. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

C. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars (\$500,000.00) for

property damage growing out of any accident or other cause.

D. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.

E. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

15. **Relationship of Parties.** This relationship between Lessor and Lessee is not a bailment and in no way is to be construed to be a bailment. Lessor shall not be liable for any acts or omissions of Lessee or an independent contractor. Nor shall the Lessor be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport.

16. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

17. **Remedies.** Upon the occurrence of any event of default specified in Section 16 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.
- (b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

18. **Cancellation.** After the expiration of the initial term and not before, Lessee and Lessor shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than thirty (30) days written notice of its interest to cancel this lease to the other party. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

19. **Assignment or Sublease.** Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

20. **Right of Entry.** Lessor reserves the right to enter upon the premises at any reasonable time for the

purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

21. **Compliance**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

22. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

23. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

24. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Affirmative Action**. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT MANAGER
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**Natalie Barranco, COO
Hotard Coaches, Inc
P.O. Box 17
Tom Bean, TX 75489
1 Tel. 903.328.0068**

or to such other addresses as the parties may designate to each other in writing from time to time.

JEFFERSON COUNTY, TEXAS LESSOR

BY: _____ Dated: _____

Jeff Branick, County Judge

Jefferson County, Texas

LESSEE

BY: _____ Dated: _____

Callen Hotard, COO

Hotard Coaches, Inc.



August 28, 2013

Jack Brooks Regional Airport
North Hwy 69
Nederland, TX
Attn: Alex Rupp, Manager

Re: Non-binding letter of intent to lease property between Jack Brooks Regional Airport (Airport) and Hotard Coaches, Inc. (Hotard)

Alex:

Hotard Coaches, Inc. intends to lease parking for a park and ride operation per the terms and details below contingent upon Hotard being awarded the upcoming bid for the Bechtel subcontract and Bechtel's final approval of Hotard's park and ride location plans. Bechtel is the contractor on the Cheniere construction project.

Area/location description:

- **Area 1** – approximately 89,742 square foot paved lot west of the terminal immediately adjacent to passenger parking.
- **Area 2** – (when available) approximately 91,035 square feet paved fenced lot and building to the north of the old terminal building.
- **Area 3 (optional)** approximately 90,000 square feet immediately adjacent to Area 1.

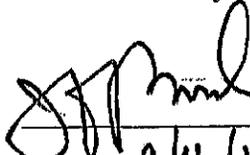
Term: 36 months beginning on or around November 1, 2013 until October 2016 with an option to renew, to be determined prior to lease execution.

Pricing:

- **Area 1** - \$1500 per month plus the cost for the installation and operation of up to 6 light poles during the first 12 months of the lease.
- **Area 2** - \$1500 per month
- **Area 3 (optional)** – \$0.10 per square foot per year plus the cost of up to 6 light poles during the first 12 months of the lease
- All electrical except any electric for a temporary building put on Areas 1 or 2, will be paid by the airport

Other terms:

- The parties agree to negotiate in good faith the specific terms of a formal lease agreement ("The Lease") within 90 days of execution of this letter of intent incorporating the provisions of this letter of intent and containing such representations and warranties and other terms as are customary in transactions of this type. Lessor will not offer for lease or negotiate with any other parties with respect to properties referenced in this letter during the foregoing 90 days.
- Payment will be made on the first of the month beginning on the first lease month
- Lessee will be responsible for upkeep and cleanliness of parking areas.
- Lessee will gravel lot (Area 3) which will become part of airport property once lease is ended. If Hotard leaves prior to end of lease term on Area 3, can either leave the gravel in place, or excavate gravel and return lot to original condition (top soil and grass).

Accepted by:**Jeff Branick,****County Judge,****Jefferson County**


Date: 9/16/13
Natalie Barranco**Chief Operating Officer****Hotard Coaches, Inc.**


Date: 9/14/13

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	343.20	389495	
WARREN'S DO-NUTS	42.23	389549	385.43**
ROAD & BRIDGE PCT.#1			
BRANCE KRACHY CO., INC.	89.50	389406	
CARQUEST AUTO PARTS # 96	133.52	389410	
ENTERGY	1,051.88	389435	
M&D SUPPLY	13.66	389452	
TRI-CON, INC.	4,065.70	389494	
UNITED STATES POSTAL SERVICE	.38	389519	5,354.64**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	27.00	389415	
EASTEX RUBBER & GASKET	90.41	389427	
MUNRO'S	16.20	389456	
OFFICE DEPOT	35.96	389458	
PHILPOTT MOTORS, INC.	38.25	389464	
ROGERS AUTO PARTS, INC.	58.73	389472	
SMART'S TRUCK & TRAILER, INC.	51.53	389478	
AT&T	88.17	389480	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	389496	
NEDERLAND HARDWARE SUPPLY	8.29	389500	
NEW WAVE WELDING TECHNOLOGY	6.60	389571	
INTERSTATE ALL BATTERY CENTER - BMT	539.80	389577	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	389630	1,189.56**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	5.00	389383	
JOHNSTONE SUPPLY	76.41	389392	
CITY OF PORT ARTHUR - WATER DEPT.	21.03	389413	
DERRICK OIL	62.48	389422	
FARM & HOME SUPPLY	46.46	389431	
ISI COMMERCIAL REFRIGERATION	40.00	389443	
MUNRO'S	34.90	389456	
SEARS COMMERCIAL CREDIT CENTER	90.92	389476	
SMART'S TRUCK & TRAILER, INC.	241.67	389478	
TIME WARNER COMMUNICATIONS	80.22	389486	
WHEELER TRUCK BODY EQUIPMENT	138.59	389501	
WHITE TIRE	28.75	389502	
AUTO ZONE	116.21	389509	
HOWARD'S AUTO SUPPLY	258.56	389512	
WINDSTREAM	45.80	389555	
SCOTT EQUIPMENT COMPANY LLC	158.74	389575	
JEFFERSON COUNTY CREDIT CARDS	252.64	389587	
PRO CHEM INC	196.12	389613	
ASCO	5,533.82	389621	7,428.32**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	861.57	389399	
BAUVILLE, INC.	141.79	389404	
COASTAL WELDING SUPPLY	46.50	389419	
M&D SUPPLY	9.63	389452	
MUNRO'S	63.28	389456	
OFFICE DEPOT	79.12	389458	
SANITARY SUPPLY, INC.	107.43	389474	
AT&T	72.98	389480	
4IMPRINT, INC.	259.55	389524	
SAM'S CLUB DIRECT	640.12	389614	
SUBURBAN PROPANE L.P.	435.44	389627	2,717.41**
ENGINEERING FUND			
WESTERN DATA	250.00	389499	
HERRERA'S EMERGENCY LIGHTING	668.00	389537	918.00**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
FARM & HOME SUPPLY	20.49	389431	
ENTERGY	1,136.54	389435	
HARBOR FREIGHT TOOLS	122.14	389439	
LOWE'S HOME CENTERS, INC.	36.90	389527	
TRIANGLE WASTE SOLUTIONS	310.80	389548	1,626.87**
GENERAL FUND			
TAX OFFICE			
HERNANDEZ OFFICE SUPPLY, INC.	58.67	389440	
PITNEY BOWES, INC.	22,528.00	389465	
ACE IMAGEWEAR	20.69	389477	
TEXAS STATE DIRECTORY	88.40	389492	
UNITED STATES POSTAL SERVICE	2,335.33	389519	
COASTAL BUSINESS FORMS	2,058.20	389623	
WORLD DATA CORPORATION	300.00	389640	27,389.29*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	300.00	389455	
UNITED STATES POSTAL SERVICE	21.42	389519	321.42*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	633.53	389519	
THOMSON REUTER TAX & ACCNTG INC R&G	216.25	389569	849.78*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	51.45	389450	
DECISION ONE CORPORATION	6,300.00	389510	
UNITED STATES POSTAL SERVICE	321.27	389519	6,672.72*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	389434	
TERRENCE HOLMES	171.03	389441	
OFFICE DEPOT	149.30	389458	
UNITED STATES POSTAL SERVICE	.46	389519	
JEFF R BRANICK	634.05	389557	
COUNTY JUDGES EDUCATION FUND	100.00	389586	
DUNHAM HALLMARK PLLC	500.00	389594	1,754.84*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	7.60	389519	7.60*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	82.60	389519	
CTAT	175.00	389534	257.60*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	389570	499.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	96.21	389428	
THE EXAMINER	308.00	389430	
STATE COMPTROLLER OF PUBLIC ACCOUNT	425.00	389482	
UNITED STATES POSTAL SERVICE	13.74	389519	842.95*
GENERAL SERVICES			
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	389418	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	20.00	389445	
CASH ADVANCE ACCOUNT	25.00	389447	
NUTRITION & SERVICES FOR SENIORS	60,000.00	389457	
OLMSTED-KIRK PAPER	1,605.00	389459	
TIME WARNER COMMUNICATIONS	192.23	389487	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	389488	

NAME	AMOUNT	CHECK NO.	TOTAL
MCGRIFF, SEIBELS & WILLIAMS OF TX DYNAMEX INC	3,399.00 359.11	389533 389637	70,800.34*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE ELECTIONS DEPARTMENT	294.23	389519	294.23*
M&D SUPPLY UNITED STATES POSTAL SERVICE	65.74 144.44	389452 389519	210.18*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE JASON ROBERT NICKS BRIAR ENTERPRISES THOMSON REUTERS-WEST	341.38 1,050.00 75.00 1,034.44	389519 389583 389595 389624	2,500.82*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE CRIMINAL DISTRICT COURT	192.67	389519	192.67*
GAYLYN COOPER DAVID GROVE DONALD W. DUESLER & ASSOC. OFFICE DEPOT JAMES R. MAKIN, P.C. C. HADEN CRIBBS JR., PC	800.00 900.00 8,334.00 62.14 6,945.18 8,334.00	389386 389390 389424 389458 389592 389603	25,375.32*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.54	389519	1.54*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	21.30	389519	21.30*
136TH DISTRICT COURT			
LEXIS-NEXIS	51.00	389520	51.00*
172ND DISTRICT COURT			
LEXIS-NEXIS	51.00	389520	51.00*
252ND DISTRICT COURT			
JACK LAWRENCE DAVID W BARLOW DOUGLAS M. BARLOW, ATTORNEY AT LAW TERRENCE HOLMES JOHN D WEST UNITED STATES POSTAL SERVICE LEXIS-NEXIS SUMMER TANNER JAMES R. MAKIN, P.C.	273.85 500.00 36,000.00 800.00 800.00 41.27 51.00 446.20 16,121.35	389391 389402 389403 389441 389514 389519 389520 389559 389592	55,033.67*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE LEXIS-NEXIS GLEN M. CROCKER KIMBERLY PHELAN, P.C. RYAN L MATUSKA STEFANIE L. ADAMS, ATTORNEY AT LAW	1.15 51.00 325.00 225.00 75.00 150.00	389519 389520 389522 389551 389563 389590	827.15*
317TH DISTRICT COURT			
TRACEY D. BURK UNITED STATES POSTAL SERVICE	127.00 4.94	389408 389519	

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	51.00	389520	182.94*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	46.05	389519	46.05*
JUSTICE COURT-PCT 4			
AT&T	72.98	389480	72.98*
JUSTICE COURT-PCT 6			
CASH ADVANCE ACCOUNT	878.92	389447	
UNITED STATES POSTAL SERVICE	23.20	389519	902.12*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	148.98	389458	148.98*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	210.41	389458	210.41*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	9.67	389519	
LEXIS-NEXIS	43.00	389520	52.67*
COUNTY COURT AT LAW NO. 2			
LINDA C. CANSLER	250.00	389409	
DONALD W. DUESLER & ASSOC.	300.00	389423	
UNITED STATES POSTAL SERVICE	19.50	389519	
JOEL WEBB VAZQUEZ	250.00	389546	
LUKE NICHOLS	400.00	389554	
MITCH ADAMS ATTORNEY AT LAW	250.00	389626	1,469.50*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	24.19	389519	
RYAN L MATUSKA	300.00	389563	
NORMAN DESMARAIS JR.	250.00	389581	574.19*
COURT MASTER			
JUDGE LARRY GIST	626.98	389433	
OFFICE DEPOT	281.42	389458	
UNITED STATES POSTAL SERVICE	5.34	389519	
LEXIS-NEXIS	51.00	389520	964.74*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	.38	389519	
JEFFERSON COUNTY CREDIT CARDS	3,439.20	389587	3,439.58*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	83.00	389429	
FAST SIGNS, INC.	6.10	389432	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	791.00	389444	
MOORMAN & ASSOCIATES, INC.	4,800.00	389455	
PUBLIC AGENCY TRAINING COUNCIL	425.00	389469	
PUBLIC AGENCY TRAINING COUNCIL	425.00	389470	
AT&T	117.76	389480	
TEXAS DEPT OF LICENSING &	50.00	389489	
TEXAS DEPT OF LICENSING &	50.00	389490	
UNITED STATES POSTAL SERVICE	1,358.48	389519	
BEAUMONT OCCUPATIONAL SERVICE, INC.	656.70	389525	
FIVE STAR FEED	96.00	389539	
STANLEY SHIPPER	49.95	389540	
SAM'S CLUB DIRECT	119.98	389614	
THOMSON REUTERS-WEST	486.57	389624	9,515.54*
CRIME LABORATORY			

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	75.00	389384	75.00*
JAIL - NO. 2			
AVIALL	8.75	389401	
CITY OF BEAUMONT - WATER DEPT.	16.00	389412	
COASTAL WELDING SUPPLY	37.20	389419	
PETTY CASH - SHERIFF'S OFFICE	128.10	389463	
AT&T	1,336.41	389480	
TEXAS JAIL ASSOCIATION	900.00	389491	
TEXAS GAS SERVICE	677.77	389535	
WORLD FUEL SERVICES	2,347.72	389580	
KROPP HOLDINGS INC	1,725.44	389628	7,177.39*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	40.12	389389	
UNITED STATES POSTAL SERVICE	26.56	389519	
LATASHA DILL	180.13	389550	246.81*
JUVENILE DETENTION HOME			
EPS	1,757.76	389425	
OVERHEAD DOOR CO.	717.00	389460	
OAK FARM DAIRY	136.40	389511	
FLOWERS FOODS	105.52	389542	2,716.68*
CONSTABLE PCT 1			
OFFICE DEPOT	52.86	389458	
UNITED STATES POSTAL SERVICE	49.77	389519	
CODE BLUE	707.00	389545	
DISCOUNT UNIFORM INTERNATIONAL INC	1,826.75	389553	2,636.38*
CONSTABLE-PCT 2			
JEFFERSON CTY. PEACE OFFICERS ASSOC	105.00	389385	
THE PRODUCTIVITY CENTER	145.00	389521	
JPCA OF TEXAS, INC.	105.00	389528	355.00*
CONSTABLE-PCT 4			
AT&T	36.49	389480	36.49*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	15.99	389519	15.99*
COUNTY MORGUE			
FMMS HOLDINGS OF TEXAS LLC	54,250.00	389605	54,250.00*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	1.92	389519	1.92*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	389407	
CLAYBAR FUNERAL HOME, INC.	1,500.00	389416	
CLAYBAR FUNERAL HOME, INC.	816.68	389417	
ENTERGY	70.00	389437	
UNITED STATES POSTAL SERVICE	72.90	389519	
TINA CHAMPAGNE	22.60	389573	3,982.18*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	120.41	389414	
O.W. COLLINS APARTMENTS	39.21	389420	
ENTERGY	140.00	389438	
MUNRO'S	37.62	389456	
TEXAS GAS SERVICE	92.69	389536	429.93*
NURSE PRACTITIONER			

NAME	AMOUNT	CHECK NO.	TOTAL
STARLA WARE	206.00	389543	206.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	189.10	389525	
KEYANA HAILEY PAYEE	20.00	389531	
TYMER WILSON PAYEE	40.00	389556	
TAYLOR SAVOY PAYEE	20.00	389560	
TYLER SAVOY PAYEE	20.00	389561	
DEVIN KASPAR	20.00	389565	
J'LYNN HENDRIX	20.00	389576	
SIDNEY SCYPION	20.00	389582	
JAYLISHA ARDOIN	20.00	389585	
DIAMOND DELFIERRO PAYEE	20.00	389591	
KRISTIN SIMONS PAYEE	20.00	389596	
ANTHONY DISOMBA PAYEE	20.00	389598	
AARON VINSON	20.00	389599	
CONNOR BELDEN	20.00	389600	
WILLIAM GILBERT	20.00	389601	
ALYJAH HALEY	20.00	389602	
RHONDA PRUDHOMME	20.00	389604	
BETTY PRICE	50.00	389609	
LAFRONIA BATISTE	20.00	389610	
TOKEBA HUGHEY PAYEE	20.00	389611	
DE'ANDRE HUGHEY	20.00	389612	
MENOSHA MILES PAYEE	20.00	389615	
ROBIN FRANK PAYEE	50.00	389616	
ARIANNA HALEY	20.00	389618	
QUINN DIXON PAYEE	20.00	389619	
DUNN HILL JULLIAN	20.00	389620	
MAKAYLEE ANDERSON	20.00	389629	
LUCHIANO RICHARD	20.00	389632	
T-KEYAH RICHARD	50.00	389633	
DESIREE WILLIAMS PAYEE	20.00	389634	
TAMIA GOODMAN PAYEE	20.00	389638	
LUIS SALDANA PAYEE	15.00	389642	
HILDA CARDENAS PAYEE	15.00	389643	929.10*
ENVIRONMENTAL CONTROL			
AT&T	35.25	389480	
TEXAS ON-SITE WASTEWATER TREATMENT	150.00	389588	185.25*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	389568	
CARDINAL HEALTH 110 INC	25,820.03	389625	29,593.03*
MAINTENANCE-BEAUMONT			
ALL STAR PLUMBING	926.90	389396	
CITY OF BEAUMONT - LANDFILL	38.50	389398	
CINTAS, INC.	406.08	389411	
JOHNSON SUPPLY	126.90	389448	
M&D SUPPLY	13.23	389452	
OFFICE DEPOT	121.12	389458	
RALPH'S INDUSTRIAL ELECTRONICS	70.28	389473	
ACE IMAGEWEAR	203.18	389477	
SOLAR SPECIALTIES	1,180.00	389479	
WHOLESALE ELECTRIC SUPPLY CO.	203.52	389503	
WORTH HYDROCHEM	250.00	389504	
BAKER DISTRIBUTING COMPANY	1,207.00	389541	4,746.71*
MAINTENANCE-PORT ARTHUR			
ENTERGY	3,672.91	389435	3,672.91*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	24.20	389415	
ALL-PHASE ELECTRIC SUPPLY	262.50	389421	
ENTERGY	452.47	389435	
ACE IMAGEWEAR	137.91	389477	

NAME	AMOUNT	CHECK NO.	TOTAL
WASTE MGT. GOLDEN TRIANGLE, INC.	72.50	389496	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	389497	
W. JEFFERSON COUNTY M.W.D.	25.13	389498	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	389630	2,979.35*
SERVICE CENTER			
CLASSIC CHEVROLET	454.01	389382	
A-LINE FRONT END & BRAKE	10.00	389394	
KINSEL FORD, INC.	1,234.10	389449	
M&D SUPPLY	6.24	389452	
AT&T	29.39	389480	
TRI-CON, INC.	4,982.91	389494	
AUTO ZONE	66.94	389509	
FIRST CALL	87.12	389529	
SHELL	76.08	389538	
BUMPER TO BUMPER	301.11	389547	
UNIFIRST HOLDINGS INC	19.98	389579	
MIGHTY OF SOUTHEAST TEXAS	73.45	389597	
SPANKY'S WRECKER SERVICE INC	90.00	389608	7,431.33*
			333,201.57**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	37.64	389395	
MUNRO'S	98.95	389456	
ROGERS AUTO PARTS, INC.	92.13	389472	
TRIANGLE ENGINE DIST.	140.84	389493	
NEDERLAND HARDWARE SUPPLY	6.39	389500	
BUBBA'S AIR CONDITIONING	597.50	389506	973.45**
J.C. FAMILY TREATMENT CT.			
STORMY G CRIBB	2,375.00	389574	2,375.00**
SECURITY FEE FUND			
IDENTISYS	1,995.00	389566	1,995.00**
LAW LIBRARY FUND			
TDCAA BOOK ORDERS	227.00	389485	227.00**
EMPG GRANT			
STAR GRAPHICS SHARP	9.80	389481	
JEFFERSON COUNTY CREDIT CARDS	139.51	389587	149.31**
JUVENILE TJPC-A-2014-123			
PATHWAYS YOUTH HOME, INC.	2,073.54	389461	
PEGASUS SCHOOL	2,962.20	389462	
HAYS COUNTY	2,940.00	389507	
BI INCORPORATED	440.50	389513	
LATISHA STEELE	35.03	389622	8,451.27**
JUVENILE PROB & DET. FUND			
HAYS COUNTY	13,020.00	389507	
HARRISON COUNTY JUVENILE SERVICES	5,580.00	389526	18,600.00**
COMMUNITY SUPERVISION FND			
AAA LOCK & SAFE	15.50	389381	
JEFFERSON CTY. COMMUNITY SUP.	923.84	389446	
FRED PRYOR SEMINARS & CAREER TRACK	98.00	389468	
PAMELA G. STEWART	80.08	389483	
UNITED STATES POSTAL SERVICE	285.43	389519	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	389568	
JEFFERSON COUNTY CREDIT CARDS	470.73	389587	
JCCSC	375.00	389589	9,213.58**
JEFF. CO. WOMEN'S CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
AIR COMFORT, INC.	378.00	389387	
BELL'S LAUNDRY	1,031.60	389405	
ECOLAB	82.95	389426	
BEAUMONT ENTERPRISE	276.64	389428	
ISI COMMERCIAL REFRIGERATION	372.64	389442	
LUBE SHOP	123.72	389451	
M&D SUPPLY	116.02	389452	
MARKET BASKET	526.23	389453	
KIM MCKINNEY, LPC, LMFT	70.00	389454	
OFFICE DEPOT	999.43	389458	
PREMIUM PLUMBING	195.00	389467	
SANITARY SUPPLY, INC.	832.42	389474	
AT&T	126.46	389480	
SYSCO FOOD SERVICES, INC.	2,726.50	389484	
WASTE MGT. GOLDEN TRIANGLE, INC.	86.04	389496	
PETTY CASH - RESTITUTION I	119.93	389505	
OAK FARM DAIRY	292.54	389511	
TOWER COMMUNICATIONS, INC.	60.00	389517	
TALON INSURANCE AGENCY, LTD	1,862.16	389523	
BEN E KEITH FOODS	964.44	389544	
SECURUS TECHNOLOGIES	525.00	389593	
SAM'S CLUB DIRECT	238.72	389614	
MENTALLY IMPAIRED OFFEND.			12,006.44**
TRAZARRA STELLY	116.96	389567	
SHSP,LETPP & CERT GRANTS			116.96**
JEFFERSON COUNTY CREDIT CARDS	301.69	389587	
COUNTY CLERK - RECORD MGT			301.69**
WESTERN MICROGRAPHICS & IMAGING	8,315.00	389606	
CONST. PCT 1 EDUCATION			8,315.00**
CASH ADVANCE ACCOUNT	36.00	389447	
CITY OF TEXAS CITY	30.00	389641	
1957 ROAD BOND FUND			66.00**
TIM RICHARDSON	10,500.00	389635	
CAPITAL PROJECTS FUND			10,500.00**
CHICA & ASSOCIATES, INC.	6,225.00	389388	
CARROLL & BLACKMAN, INC.	4,176.25	389393	
PORT ARTHUR NEWS, INC.	750.02	389466	
TRI-CON, INC.	160.00	389494	
STAGE RIGHT	41,725.00	389532	
CONSTRUCTION ZONE OF SOUTHEAST	13,653.71	389558	
KNIFE RIVER	242.00	389564	
CMS IP TECHNOLOGIES	21,857.59	389578	
JEFFERSON COUNTY CREDIT CARDS	20,804.62	389587	
SWEET SOUTHERN SOUND	82,334.59	389631	
GAIL'S FLAGS & GOLF COURSE ACCESSOR	7,869.75	389636	
CONSTRUCTION ZONE OF TEXAS LLC	4,500.00	389639	
AIRPORT FUND			204,298.53**
CINTAS, INC.	32.79	389411	
BEAUMONT ENTERPRISE	120.00	389428	
ENTERGY	5,760.03	389436	
RITTER @ HOME	41.99	389471	
SEABREEZE CULVERT, INC.	649.48	389475	
AT&T	600.21	389480	
TRI-CITY COFFEE SERVICE	264.25	389495	
WASTE MGT. GOLDEN TRIANGLE, INC.	10.83	389496	
BELT SOURCE	10.20	389552	
DISH NETWORK	83.62	389562	
ASCENT AVIATION GROUP INC	88,884.41	389572	
UNIFIRST HOLDINGS INC	86.25	389579	

NAME	AMOUNT	CHECK NO.	TOTAL
SAM'S CLUB DIRECT	64.93	389614	
ADVANCE AUTO PARTS	54.99	389617	
			96,663.98**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	106,518.50	389584	
LIABILITY CLAIMS ACCOUNT			106,518.50**
HOLLY GIFFIN	2,854.00	389508	
D.A.'S FORFEITURED FUNDS			2,854.00**
SIRIUS COMPUTER SOLUTIONS INC.	4,112.02	389530	
SHERIFF'S FORFEITURE FUND			4,112.02**
CLASSIC TINT	297.00	389397	
ART SIGNS & DECALS	3,584.00	389400	
PAYROLL FUND			3,881.00**
JEFFERSON CTY. - FLEXIBLE SPENDING	10,663.00	389353	
CLEAT	360.00	389354	
JEFFERSON CTY. TREASURER	19,541.14	389355	
RON STADTMUELLER - CHAPTER 13	1,717.50	389356	
INTERNAL REVENUE SERVICE	150.00	389357	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,000.00	389358	
JEFFERSON CTY. COMMUNITY SUP.	9,507.77	389359	
JEFFERSON CTY. TREASURER - HEALTH	405,860.99	389360	
JEFFERSON CTY. TREASURER - GENERAL	35.00	389361	
JEFFERSON CTY. TREASURER - PAYROLL	1,683,120.98	389362	
JEFFERSON CTY. TREASURER - PAYROLL	699,503.86	389363	
MONY/MLOA	275.61	389364	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,247.73	389365	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	389366	
JEFFERSON CTY. TREASURER - TCDRS	650,879.13	389367	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	389368	
JEFFERSON COUNTY TREASURER	2,438.60	389369	
JEFFERSON COUNTY - TREASURER -	5,020.68	389370	
NECHES FEDERAL CREDIT UNION	69,448.22	389371	
JEFFERSON COUNTY - NATIONWIDE	102,124.98	389372	
TENNESSEE CHILD SUPPORT	115.38	389373	
NCO FINANCIAL SYSTEMS INC	212.37	389374	
FMS DMS PIONEER	34.62	389375	
SBA - U S DEPARTMENT OF TREASURY	168.49	389376	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	389377	
U S DEPARTMENT OF TREASURY	314.95	389378	
WILLIAM E HEITKAMP	639.00	389379	
JOHN TALTON	327.69	389380	
MARINE DIVISION			3,673,107.15**
ENTERGY	543.78	389435	
SANITARY SUPPLY, INC.	144.57	389474	
AT&T	78.30	389480	
VERIZON WIRELESS	531.86	389515	
VERIZON WIRELESS	341.91	389516	
ASAP - CONSTABLE PCT 8			1,640.42**
OFFICE DEPOT	197.98	389458	
2009 PORT SECURITY ARRA			197.98**
LJA ENGINEERING INC	1,035.98	389607	
			1,035.98**
			4,520,422.06***

STATE OF TEXAS

)(

INTERLOCAL AGREEMENT

)(

COUNTY OF JEFFERSON

)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has unused office space located at the Precinct 2 service center and;

WHEREAS, the Texas Parks & Wildlife Game Wardens have a need to have a convenient office to conduct necessary work in an office in the Mid-South County area and;

Now, therefore, know all men by these presents:

Texas Parks & Wildlife Game Warden and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish the small office area, as it exists and which is located within the Precinct 2 service center.
2. The Game Warden and his staff will keep this work area clean and safe.
3. This agreement shall be effective on the date of its execution and may be terminated at the will of either party upon written notice to the other party.
4. This agreement shall be construed according to the laws of the State of Texas.
5. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.

Executed on the ____ day of _____, 2014.

 Jeff R. Branick
 Jefferson County Judge



 Rod Ousley
 Captain, Texas Parks & Wildlife
 Game Warden

STATE OF TEXAS

§

§ INTERLOCAL COOPERATION

COUNTY OF JEFFERSON

§

CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center**, a unit of local government whose principal office is in **Beaumont, Jefferson County, Texas, "Center"** and the **County of Jefferson**, a political subdivision of the State of Texas ("**County**"). The purpose of this **Agreement** is to fund a **Mental Health Liaison** position for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Center, a community **Center** and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

I.

TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **February 1, 2014** and shall automatically renew on February 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.

SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Texas Department of State Health Services (DSHS) and Department of Aging and Disability Services (DADS), respectively. Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of **Jefferson County, Texas**. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide a **Sheriff's** deputy or deputies to as a **Mental Health Liaison** assist in fulfilling its mission and for providing other duties.

Responsibilities of the County:

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide a **Mental Health Liaison** deputy, or deputies as agreed upon, ("**Liaison**") for the Mental Health Liaison program. The **Liaison** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code.

The **Liaison's** primary responsibilities will include:

- Assisting the **Center** Continuity of Care team with County Jail and hospital follow-ups;

- Assisting the **Center** Mobile Crisis team when they respond to crisis calls in the community;
- Assisting the **Center** PATH and CSS teams when they respond to calls in the community;
- Responding to calls from **Sheriff's** Office dispatches for the **Center** teams;
- Assisting **Center** clinical staff when working with aggressive or difficult clients; and
- Serving as a liaison with law enforcement and judicial entities.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaison** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training and collaborate with the **Center** on any additional training pertinent to the Texas Mental Health Code;
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement, Article 13 Uniforms, safety, and equipment; and
- Contribute the use of a law enforcement department vehicle as defined and set forth by Article 13, Section VI of the Articles of Agreement to be utilized by the **Liaison** for transportation about the county and locations that necessity and responsibilities may require.

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**. In the performance of their duties, the law enforcement officer(s) will ensure collaboration with **Center** in successfully achieving the outcomes specified within the Medicaid 1115 Transformation Waiver to ensure funding is available to support this Memorandum of Understanding. Copies of all reports submitted to Texas Health and Human Services Commission ("HHSC") and Centers for Medicare and Medicaid Services ("CMS") shall also be submitted to the **County Sheriff**.

Responsibilities of the Center:

Center agrees to fund a clinician for the Mental Health Liaison program. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a liaison for law enforcement entities (such as police department, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the **Jefferson County Sheriff**, or his designee.

III. TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for all funding required for the **Liaison's** position, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV. DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center**.

V. PAYMENT

For services rendered by **Liaison**, **Center** will pay **County** during the term of this **Agreement** the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) biannually for a total annual sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). These payments will be distributed in February and July of each calendar year for the duration of this **Agreement**. These payments will cover the **County's** cost of providing the **Liaison**.

In addition, a one-time payment of FORTY THOUSAND DOLLARS (\$40,000.00) will be distributed in February 2014 to cover equipment cost for the **County**.

County, acting through the **County Auditor's Department**, will submit a bi-annual billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701**. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

VI.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by DSHS and DADS during normal business hours.

VII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Attached is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

VIII
VENUE

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas**.

IX.
NOTICES

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

X.
EXECUTION BY SHERIFF

Sheriff Mitch Woods signs this **Agreement** to evidence his willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.

SIGNATURE PAGE TO FOLLOW

Executed this _____ day of _____, 2012.

SPINDLETOP CENTER

By: _____
Charlie Harris, Ph.D.
Executive Director

Address: **655 S. 8th St Beaumont, TX 77701**

COUNTY OF JEFFERSON

JEFFERSON COUNTY SHERIFF DEPT.

By: _____
Jeff Branick, County Judge

By: _____
Mitch Woods, Sheriff

Attest: _____
Carolyn L Guidry, County Clerk

Address: **Jefferson County**
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE ___ DAY OF _____, ____.

Billy Pruett
Secretary to the Board of Trustees

EXHIBIT B
TAC §412.57

Texas Administrative Code

<u>TITLE 25</u>	HEALTH SERVICES
<u>PART 1</u>	DEPARTMENT OF STATE HEALTH SERVICES
<u>CHAPTER 412</u>	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
<u>SUBCHAPTER B</u>	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;
- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
- (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political

affiliation in accordance with applicable laws;

(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;

(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);

(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;

(12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, **Employees**, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, **Employee**, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, **Employee**, or volunteer, including terminating or removing

the **Employee** or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street - Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

January 14, 2014

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

Gentlemen:

Enclosed is the Investment Schedule as of December 31, 2013, including interest earnings.

The weighted average yield to maturity on the County's investments is .785%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on December 31, 2013 was .07% and the interest on your checking accounts for the month of December was .192%

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

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

This should be on the agenda January 21, 2014, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for December, 2013, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END DECEMBER 31, 2013 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SUBSEQUENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days Invested	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INTJ
POOLED CASH ACCOUNT	01-Dec-13		\$7,654.77		100	0.150%	31-Dec-13		31	7590310396	WELLS FARGO	\$7,654.77				\$7,654.77
Gds and Securities																
FHLMC .85% (NEW)	30-Dec-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	30-Dec-16	30-Jun-14	1096	1096	3134G4QW1	COASTAL SECURITIES	\$1,996,200.00	\$99.81	\$47.22	\$0.00	\$1,996,247.22
FHLMC .48%	30-Oct-12	\$1,000,000.00	\$1,000,000.00	100	0.480%	30-Oct-15	30-Apr-13	888	1095	3136G0QR7	MORGAN STANLEY	\$989,000.00	\$99.90	\$779.44	\$4,600.00	\$999,779.44
FHLMC .50%	28-Jan-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	28-Jan-16	28-Jan-15	768	1096	3134G34B3	MORGAN STANLEY	\$1,997,600.00	\$99.88	\$4,250.00	\$5,000.00	\$2,001,850.00
FHLMC .90%	26-Aug-13	\$2,000,000.00	\$2,000,000.00	100	0.900%	26-Aug-16	26-Feb-14	969	1096	3138G1T41	COASTAL SECURITIES	\$2,002,000.00	\$100.10	\$6,250.00	\$0.00	\$2,008,250.00
FHLMC .82%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.820%	20-Jun-16	20-Dec-13	902	1096	3138G3ED9	COASTAL SECURITIES	\$1,994,200.00	\$99.71	\$3,056.56	\$5,000.00	\$1,994,506.56
FHLMC .85%	15-Jul-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	15-Jul-16	15-Jan-14	920	1096	3136G1PN3	WELLS SECURITIES	\$1,000,000.00	\$100.00	\$3,940.58	\$0.00	\$1,003,940.58
FHLMC 1.0%	22-Jul-13	\$2,000,000.00	\$2,000,000.00	100	1.000%	22-Jul-16	22-Jul-14	927	1096	3134G4BQ0	WELLS SECURITIES	\$2,008,200.00	\$100.03	\$7,838.89	\$0.00	\$2,008,438.89
FHLMC 1.0%	19-Sep-13	\$2,000,000.00	\$2,000,000.00	100	1.050%	19-Sep-16	19-Mar-14	934	1096	3134G4BY3	COASTAL SECURITIES	\$1,999,800.00	\$100.31	\$8,833.33	\$0.00	\$2,016,033.33
ICD-Sovereign Bk. 7.75%* (Investment CD's)	29-Aug-12	\$248,000.00	\$248,000.00	100	0.750%	29-Aug-14	None	241	730	84603M2L9	WELLS SECURITIES	\$248,000.00	\$100.00	\$836.99	\$1,665.09	\$248,636.99
INVESTMENT ACCT			\$7,654.77									\$7,654.77				
CDs and Securities			\$16,248,000.00			0.785%	0.526%		911	DAYS		\$16,243,600.00				\$16,290,086.76
TOTALS ALL ACCTS:			\$16,255,654.77									\$16,251,254.77				\$16,290,086.76
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF DECEMBER 31, 2013																
COMPLIANCE STATEMENT																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2266.023 The Public Funds Investment Act. The investment portfolios of Jefferson County Investment Policy and Procedures.																
 Tom Kamehara The Treasurer, Jefferson County Investment Officer																

DECEMBER 2013, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	CALLLED	COUPON
POOLED CASH ACCOUNT	01-Dec-13	\$7,654.77	\$7,654.77		0.150%	31-Dec-13	24-Dec-13	31	7590310396	WELLS FARGO	\$0.87	CALLLED	
INVESTMENT ACCT	24-Dec-12	\$2,000,000.00	\$2,000,000.00	100	0.620%	24-Dec-15	24-Dec-13	1096	3136G0QR7	COASTAL SECURITIES	\$5,200.00	CALLLED	
FHLMC .62%	04-Mar-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	04-Mar-16	04-Sep-13	1096	3136G0UQ4	MORGAN STANLEY	\$3,000.00	CALLLED	
FHLMC .60%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	20-Jun-16	20-Dec-13	1096	3138G3ED9	COASTAL SECURITIES	\$5,000.00	COUPON	
FHLMC .50%													
CHECKING INTEREST													\$13,200.87
POOLED CASH ACCT					0.192%					WELLS FARGO	\$8,086.64		
OTHER COUNTY ACCTS					0.192%					WELLS FARGO	\$2,141.38		
TAX LICENSE ACCT					0.190%					WELLS FARGO	\$80.26		\$10,318.28
TOTAL											\$23,519.16		\$23,519.16

FISCAL YEAR 2013-2014

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER	0.06%	\$11,889.08	0.190%
DECEMBER	0.07%	\$23,519.15	0.192%
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 53,045.48	



JEFFERSON COUNTY
Engineering Department

*OK
Albert*

ENGINEERING DEPARTMENT

AGENDA ITEMS

January 21, 2014

- (a) Request approval to release retainage to Basco Construction, Inc. for the Refurbishment of Jefferson County Health Clinic in the amount of \$42,003.20, Application No. 9.
- (b) Execute, receive and file Utility Permit 01-U-14 to West Jefferson County MWD for the distribution of a Potable Water Line along Marsh Road in Hamshire, Texas. This project is located in Precinct No. 3.

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, 5th 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 (940) 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.

Existing 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 determined 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 be 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 be 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 marks 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.

Permit No. 01-4-14

Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date January 8, 2014

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

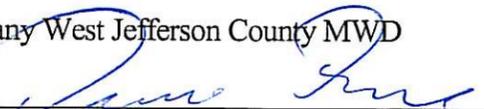
West Jefferson County MWD(Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Potable Water Line, location of which is fully described as follows: Beginning approx. 1,950 foot South of the intersection of Marsh Rd. and Powers Rd. in Hamshire, Texas and install a six(6) inch potable water line along the East side of Marsh Rd. approx. 1,515 lf to and crossing Fig Plant Rd.

Two(2) _ pages of drawings attached.

Construction will begin on or after January 17, 2014

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 _____, and all subsequent revisions thereof to date.

Company West Jefferson County MWD

By : 

Title : Manager

Address : 7824 Glenbrook Drive, Bmt., Texas

Telephone: (409)794-2338

Fax No.: (409)794-1256

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:

_____ road crossing @ \$100.00 _____
_____ miles parallel @ \$150.00/mile or fraction _____ *E.C.*
TOTAL *N/A* _____

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.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Ronald M. Rao
Director of Engineering

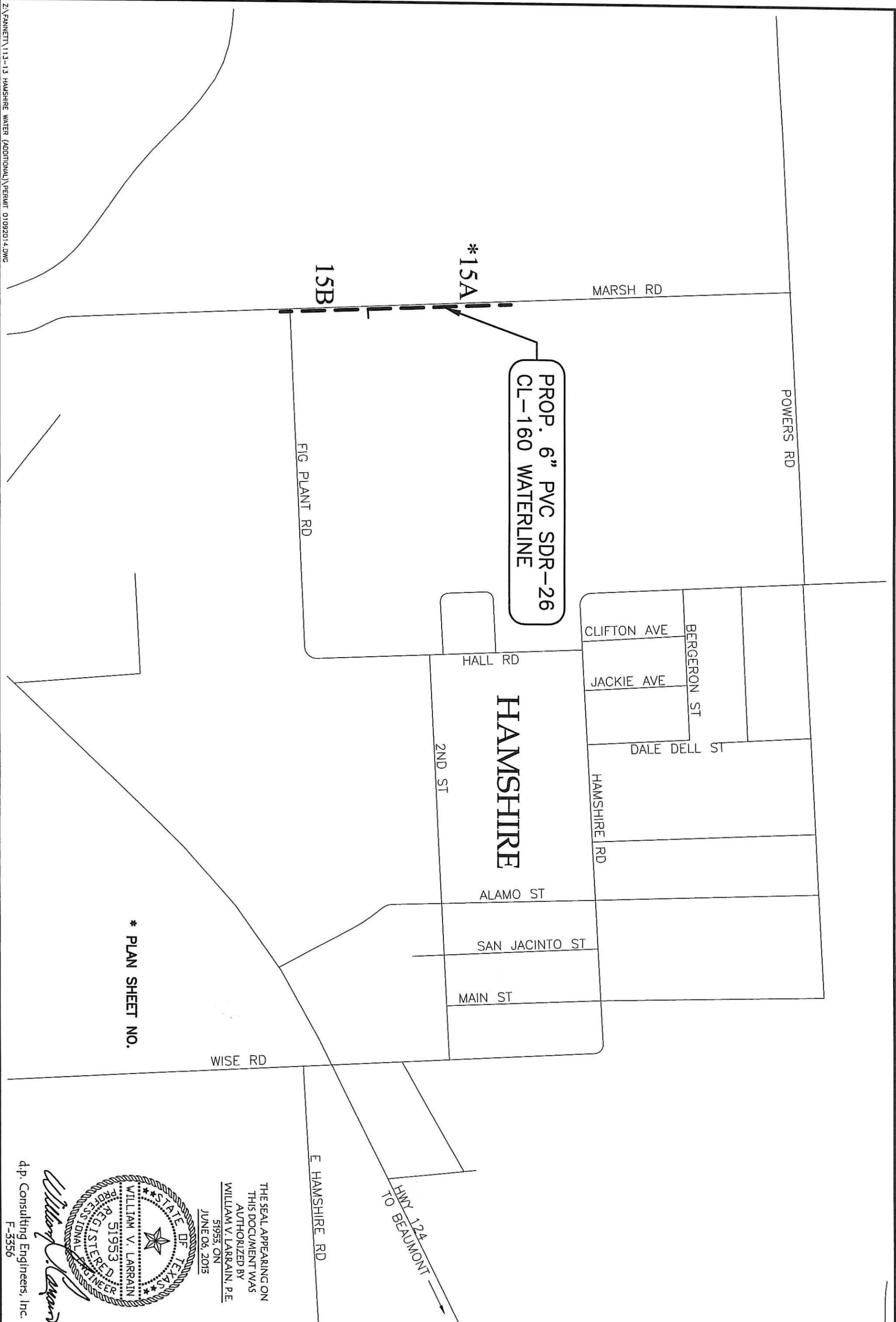
01/20/2014
Date

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



PROP. 6" PVC SDR-26
CL-160 WATERLINE

*15A

15B

* PLAN SHEET NO.

THE SEAL APPEARING ON
THIS DOCUMENT WAS
AUTHORIZED BY
WILLIAM V. LARRAIN, P.E.
51955, ON
JUNE 06, 2013



William V. Larrain
d.p. Consulting Engineers, Inc.
F-3556

<p>PROJECT AREA & KEY MAP</p>		<p>WATER DISTRIBUTION SYSTEM IMPROVEMENTS HAMSHIRE AREA WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT</p>		 <p>d.p. CONSULTING ENGINEERS, INC. 3727 DOCTORS DRIVE P.O. DRAWER 2110 PORT ARTHUR, TX 77642 PHONE (409) 983-6263 FAX (409) 983-6265 dp@dpengineersinc.com</p>	
<p>1. DATE</p> <p>MAY, 2013</p>	<p>2. JOB NUMBER</p> <p>113-13</p>	<p>3. SCALE</p> <p>1" = 1200'</p>	<p>4. DRAWN BY</p> <p>RJC</p>	<p>5. CHECKED BY</p> <p>WML</p>	<p>6. SHEET</p> <p>2</p>
<p>7. OF 15</p>					

WATER DISTRIBUTION SYSTEM IMPROVEMENTS
HAMSHIRE AREA
 WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT

MARSH ROAD
 STA 15+00 TO STA 25+00

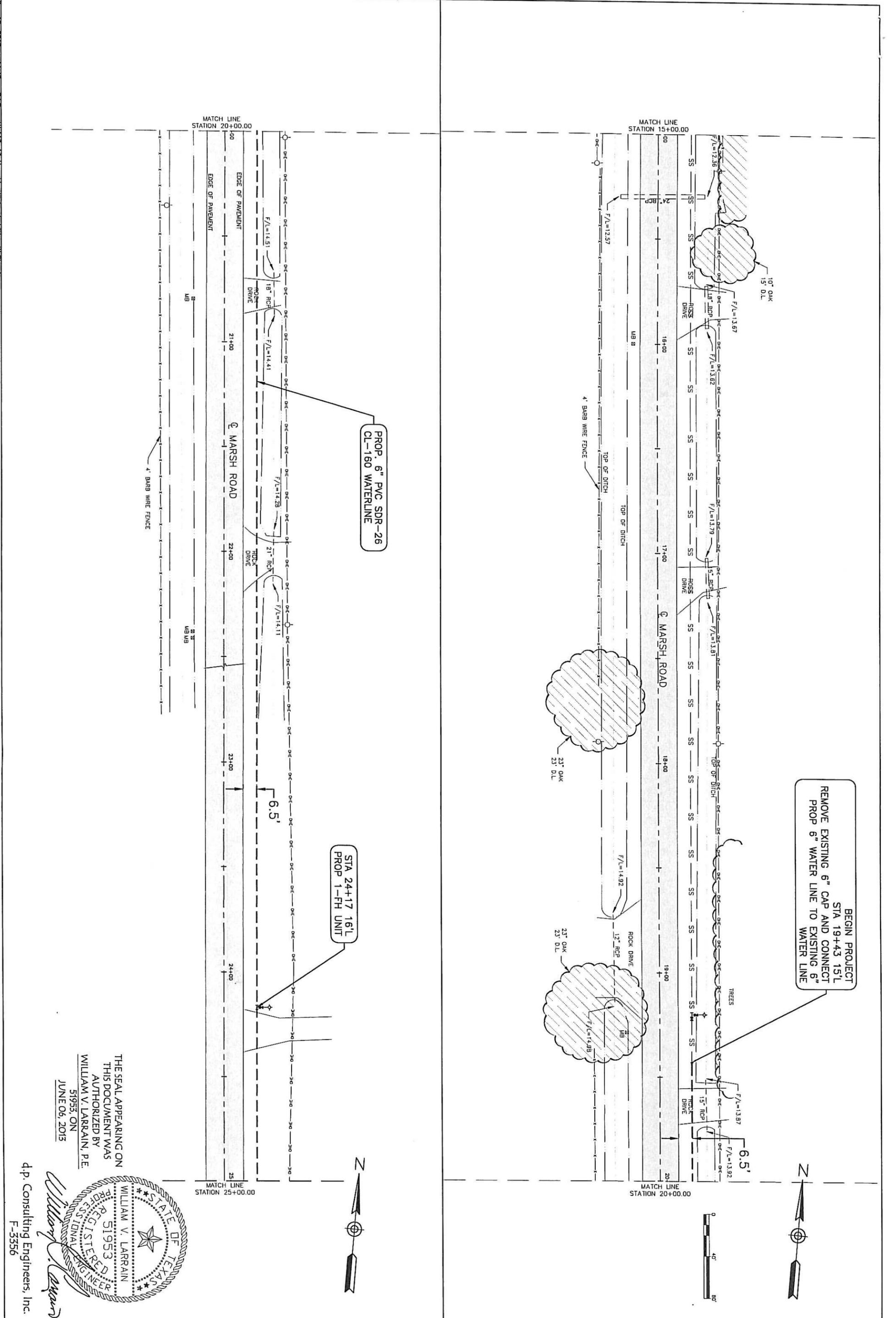
NO.	DATE	REVISIONS
1
2
3
4

JOB NO.	113-13
SCALE	1" = 40'
DRAWN BY	RLC
CHECKED BY	WIL
SHEET	15A
OF	15

BEGIN PROJECT
 STA 19+43 15'L
 REMOVE EXISTING 6" CAP AND CONNECT
 PROP 6" WATER LINE TO EXISTING 6"
 WATER LINE

STA 24+17 16'L
 PROP 1-FH UNIT

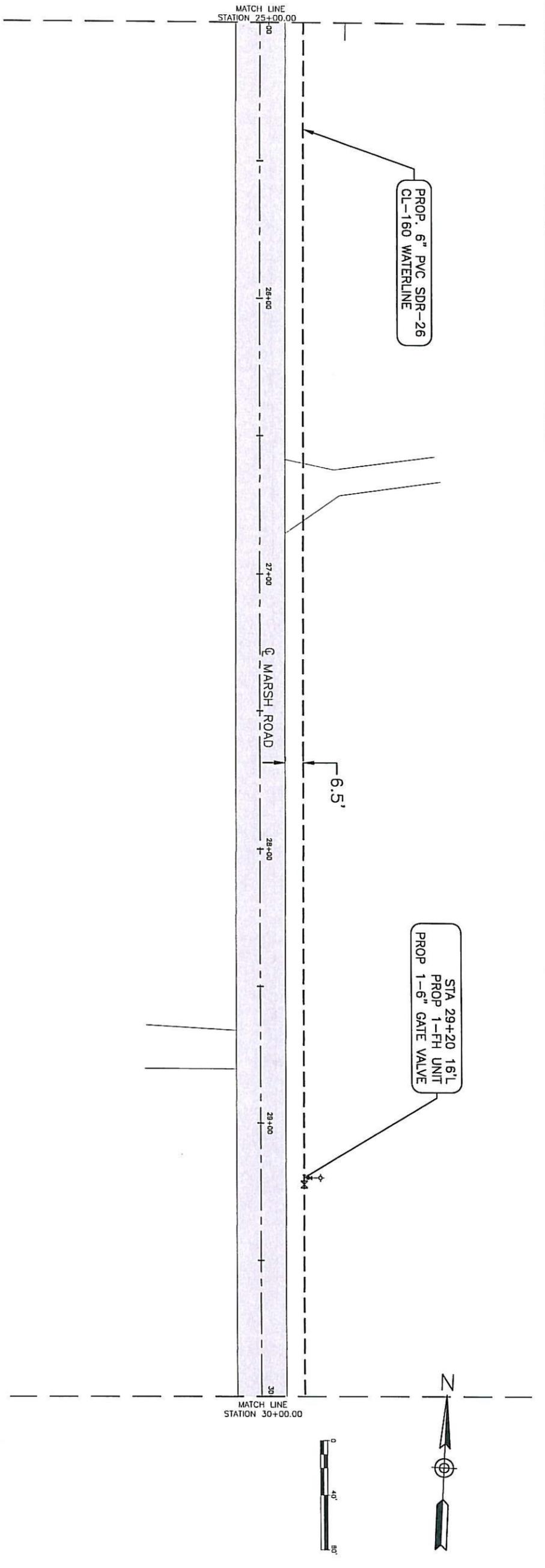
PROP. 6" PVC SDR-26
 CL-160 WATERLINE



THE SEAL APPEARING ON
 THIS DOCUMENT WAS
 AUTHORIZED BY
 WILLIAM V. LARRAIN, P.E.
 51955, ON
 JUNE 06, 2013

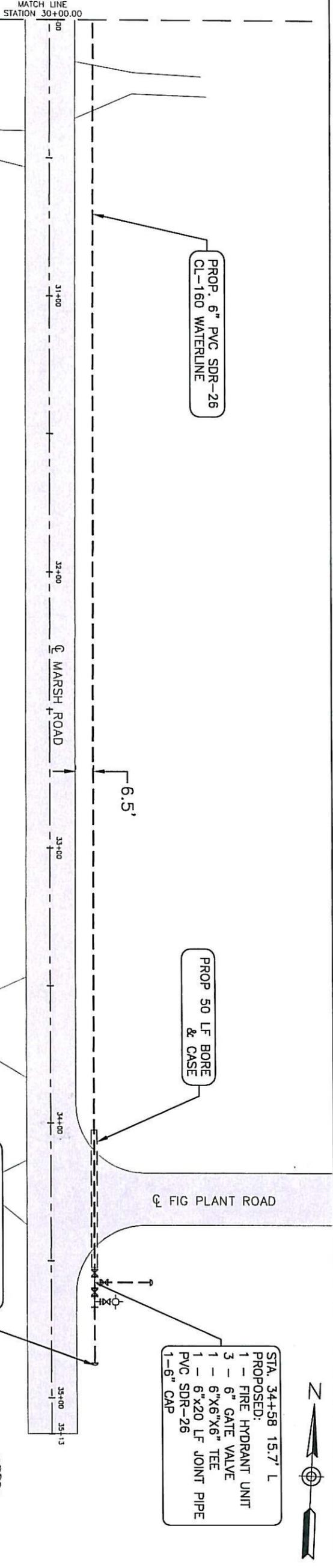


d.p. Consulting Engineers, Inc.
 F-3556



PROP. 6" PVC SDR-26
CL-160 WATERLINE

STA 29+20 16" L
PROP 1-FH UNIT
PROP 1-6" GATE VALVE



PROP. 6" PVC SDR-26
CL-160 WATERLINE

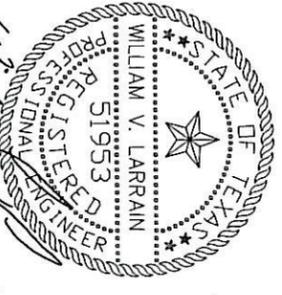
PROP 50 LF BORE
& CASE

STA. 34+58 15.7' L
PROPOSED:
1 - FIRE HYDRANT UNIT
3 - 6" GATE VALVE
1 - 6"X6"X6" TEE
1 - 6"X20 LF JOINT PIPE
PVC SDR-26
1-6" CAP



PROP
1-6"X20 LF JOINT PIPE
PVC SDR-26
1-6" CAP

THE SEAL APPEARING ON
THIS DOCUMENT WAS
AUTHORIZED BY
WILLIAM V. LARRAIN, P.E.
51953, ON
JUNE 06, 2013



d.p. Consulting Engineers, Inc.
F-3556

NO.	DATE	REVISIONS
1
2
3
4

MARSH ROAD
STA 25+00 TO STA 35+00

WATER DISTRIBUTION SYSTEM IMPROVEMENTS
HAMSHIRE AREA
WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT

d.p. CONSULTING ENGINEERS, INC.
3727 DOCTORS DRIVE
P.O. DRAWER 2110
PORT ARTHUR, TX 77642
PHONE (409) 983-6263
FAX (409) 983-6265
dp@dpengineersinc.com

CONTRACT
for
JEFFERSON COUNTY

EMPLOYEE ASSISTANCE PROGRAM

Provided
by
INTERFACE EAP



This contract is between **JEFFERSON COUNTY** and Interface EAP for an Employee Assistance Program (EAP) as described below:

I. Services

Individuals eligible for EAP services are defined as the employee and family members. Family members are defined as: spouse, domestic partner, and/or legal dependants.

The services to be provided by Interface EAP are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.
2. Diagnosis, assessment, initial treatment planning, and if necessary a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.
3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.
4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by video or a Program Coordinator and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **JEFFERSON COUNTY** for in-person meetings depending on location and group size.

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.
6. Assistance in establishing a clear policy letter concerning **JEFFERSON COUNTY's** position on employees who use the EAP.
7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.
8. Access to participant website (www.4eap.com) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, work/life and wellness resources.
9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **JEFFERSON COUNTY**. Please see Section VII, Available In-Service Hours, for the number of

hours available to **JEFFERSON COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.

10. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **JEFFERSON COUNTY** for Health Fairs.

11. Services requested and provided beyond those outlined in Section I will be billed to **JEFFERSON COUNTY**. Please see attached In-Service Fee Schedule for pricing.

II. Procedures

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

III. Publicity of Services

JEFFERSON COUNTY will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

IV. Reporting

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to **JEFFERSON COUNTY** concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of **JEFFERSON COUNTY**.

JEFFERSON COUNTY will provide a list of employees including their social security numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by **JEFFERSON COUNTY** in a relatively accessible form with all due regard for the confidentiality of employees.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

V. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis, and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that spouse may seek counseling for that problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost to the family.

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of 3 consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate. Employees will have 3 Financial Planning sessions per family, per year. All services are provided via telephone.

VI. Hold Harmless Clause

Interface EAP will indemnify and hold JEFFERSON COUNTY harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface EAP or that of any person providing services there under through or for Interface EAP. Upon notice from JEFFERSON COUNTY, Interface EAP will resist and defend at Interface EAP's own expense, and by counsel reasonably satisfactory to JEFFERSON COUNTY any such claim or action.

VII. Available In-Service Hours

The following is a breakdown of the In-Service Hours available to JEFFERSON COUNTY for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of JEFFERSON COUNTY. For every hour that a provider is on-site, 0.25 hours will be deducted for travel time. In the event that JEFFERSON COUNTY cancels or reschedules a Wellness Seminar/CISD within 48 of a confirmed time with the clinician, the scheduled hours will be deducted from the group's available hours.

Covering Employee Orientation and/or Supervisory Training: 10 hours to be used in two 12-hour time period(s) per plan year.

Covering all CISD's (24-72 hour response time) and/or Wellness Seminars: 4 one-hour on-site sessions per plan year

Covering Health Fairs: 2 days available per plan year

VIII. Program Cost

The monthly retainer charge for the services of Interface EAP is as follows:

\$ 1.65 per employee per month for all employees

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due January 1, 2014. The remittance address is: Interface EAP, P.O. Box 671411, Dallas, TX 75267-1411.

IX. Term of Contract

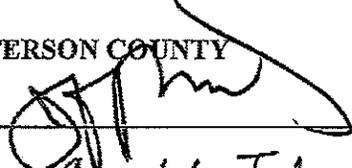
The effective date of this contract is January 1, 2014. This contract will automatically renew annually unless this Agreement is superseded by a subsequent Agreement or unless this contract is terminated by either Interface EAP or JEFFERSON COUNTY. Rates will be reviewed annually and, if necessary, proposed changes will be provided, in writing, to JEFFERSON COUNTY within 30 days of the new plan year.

X. Termination of Contract

JEFFERSON COUNTY or Interface EAP may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant's provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

AGREED TO AND EXECUTED THIS 6th DAY OF January 2013

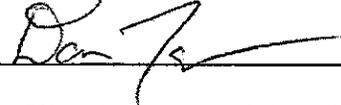
JEFFERSON COUNTY

By: 

Title: County Judge

Print name: JEFF R. BRANICK

INTERFACE EAP

By: 

Title: Client Services and Marketing Manager

Print name: Dan Mary

*This agreement is not valid unless signed by both JEFFERSON COUNTY and Interface EAP.



Interface EAP

IN-SERVICE FEE SCHEDULE

Employee Orientation Meetings	\$100.00 per hour
Supervisory Training	\$150.00 per hour
DOT Training	\$175.00 per hour
Critical Incident Stress Debriefing – 24-72 hour response	\$200.00 per hour
Critical Incident Stress Debriefing – 2-3 hour response	\$300.00 per hour
Wellness Seminars	\$150.00 per hour
Health Fairs	\$ 75.00 per hour
SAP Assessments	\$700.00 per evaluation

Charges for travel expenses may be made if more than 50 miles from our corporate or regional offices (Houston, Austin, and Phoenix). Charges will be based on the hourly rate of the services provided for travel time and all time spent on-site.



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 ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

BE IT RESOLVED that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for **September 1, 2014** through **August 31, 2015** from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

WHEREAS, the Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

Grant No. 1346617

Signed this ____ of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, January 21, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 21, 2014