

**REGULAR, 4/14/2014 1:30:00 PM**

BE IT REMEMBERED that on April 14, 2014, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable 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*  
*April 14, 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  
 April 14, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **14th** day of **April 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

WORKSHOP- 10:30 a.m.-To hear the information from Purchasing, Engineering and Maintenance on the inventory and maintenance review of the old TYC facility.

WORKSHOP-1:00p.m.-Jefferson County Industrial Development Corporation Consider Resolution approving a Supplemental Trust Indenture and Security Agreement and the Remarketing of Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery L.L.C. Project ), Series 2010 And Related Matters

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

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

## **PURCHASING:**

1. Consider and possibly approve specifications for (IFB 14-011/JW), Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 10 - 55**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

2. Consider and possibly approve a CPIU price increase of \$0.017 per inmate and officer meal, to the contract with Five Star Correctional Services, Inc. for (RFP 10-026/KJS), Jefferson County Correctional Food Services due to escalating fuel costs. Bringing the total per inmate and officer meals to \$0.872. Effective beginning June 1, 2014 through May 30, 2015.

**SEE ATTACHMENTS ON PAGES 56 - 56**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Consider and approve, execute, receive, and file a contract renewal with West Law and Jefferson County for Texas Calir Services with passwords for Ed Tanner and Judge Lindsey Scott for one year in the total amount of \$104.00.

**SEE ATTACHMENTS ON PAGES 57 - 59**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

4. Consider and possibly approve, execute, receive and file a Professional Services Agreement (PROF 14-012/JW) with Surveying And Mapping, LLC for a Multi-beam Bathymetry Survey of breakwater on the western shoreline of Pleasure Island, Port Arthur, Texas, for a cost of \$9,346.00.

**SEE ATTACHMENTS ON PAGES 60 - 60**

**Action: TABLED**

*Notice of Meeting and Agenda and Minutes*  
*April 14, 2014*

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

**SEE ATTACHMENTS ON PAGES 61 - 62**

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

**COUNTY AIRPORT:**

6. Consider and possibly approve for concrete apron work in association with Hangar 7, using available capital funds in Capital-Buildings and Structures (510-7091-463-6014), amount not to exceed \$170,000.

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

**COUNTY AUDITOR:**

7. Consider and approve budget transfer - Road & Bridge, Precinct 1 - additional cost for repairs.

111-0105-431-4018	ROAD MACHINERY	\$15,000.00	
111-0102-431-3079	CRUSHED STONE		\$15,000.00

**SEE ATTACHMENTS ON PAGES 63 - 63**

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

8. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost.

114-0405-431-3083	TIRES AND TUBES	\$4,000.00	
114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$5,000.00	
114-0407-431-5062	TRAVEL EXPENSE	\$3,500.00	
114-0402-431-3079	CRUSHED STONE		\$12,500.00

*Notice of Meeting and Agenda and Minutes*  
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**SEE ATTACHMENTS ON PAGES 64 - 64**

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

9. Consider and approve budget transfer - Indigent Medical Services - replace two computers and one printer.

120-5079-442-6002	COMPUTER EQUIPMENT	\$3,860.00	
120-5079-442-1005	EXTRA HELP		\$3,860.00

**SEE ATTACHMENTS ON PAGES 65 - 72**

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

10. Receive and file Financial and Operating Statements For the Three Months Ending December 31, 2013;.

**SEE ATTACHMENTS ON PAGES 73 - 89**

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

11. Receive and file Special Purpose Financial Statements for the Texas Department of Criminal Justice Community Justice Assistance Division Funds for the period ending August 31, 2013.

**SEE ATTACHMENTS ON PAGES 90 - 126**

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

12. Regular County Bills - check #392385 through check #392670.

**SEE ATTACHMENTS ON PAGES 127 - 136**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY CLERK:**

13. Receive and file letter from Secretary of the State of Texas designating Jefferson County as having conducted a successful countywide precinct polling place program and authorizing the county to continue to hold elections using countywide precinct polling places subject to the approval of Commissioner's Court.

**SEE ATTACHMENTS ON PAGES 137 - 137**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

14. Consider and possibly approve a Proclamation for Sexual Assault Awareness Month.

**SEE ATTACHMENTS ON PAGES 138 - 138**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
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15. Receive and file executed Inter-local Agreement between Jefferson County and Nederland Independent School District for repairs of roadways and parking lots pursuant to Chapter 791, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 139 - 139**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

16. Consider and possibly approve a Resolution adopting a policy for Jefferson County to sell service pistols issued to Honorably Retired Peace Officers, pursuant to Chapter, 614.002, 614.051, and 614.053, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 140 - 140**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

17. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Sixteenth Supplemental Trust Indenture and Security Agreement and Other Matters Relating to the Remarketing on April 15, 2014 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010, Including the Amendment and Partial Assignment and Assumption of the Loan Agreement Related to Such Bonds.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

18. Consider, possibly approve and authorize the County Judge to sign a letter of intent to offer Economic Development incentives, authorized by Chapter 381.004, from Jefferson County to Britt Pate Development for construction of a convention hotel at Ford Park.

**Action: NONE**

**ADDENDUMS**

19. Consider, possibly approve and authorize the County Judge to sign a letter of intent to offer Economic Development incentives, authorized by Chapter 381.004, from Jefferson County to Pate Development and Innovative Leisure Partners for construction of a Convention Hotel and Water Park at Ford Park.

**LETTER OF INTENT TO INCLUDE THE FOLLOWING PROVISIONS PER JUDGE BRANICK**

- 1. 35 YEAR INITIAL GROUND LEASE WITH 35 YEAR RENEWAL OPTION AT A GROUND RENTAL RATE OF \$25,000.00 PER YEAR ON THE FIRST \$250,000.00 OF NET HOTEL INCOME AND AN ADDITIONAL \$25,000.00 PER YEAR FOR EVERY YEAR THAT HOTEL NET INCOME EXCEEDS \$500,000.00**
- 2. CONSTRUCTION OF A 200 GUEST ROOM CONVENTION QUALITY HOTEL THAT IS MAJOR BRANDED;**
- 3. HOTEL DEVELOPER TO INCLUDE AT LEAST 3000 SQUARE FEET OF ADDITIONAL HOTEL CONFERENCE SPACE AND REFRESH AT LEAST 8000 SQUARE FEET OF CONFERENCE SPACE WITHIN THE FORD PARK FACILITIES THAT REFLECTS THE FINISHES OF THE HOTEL;**
- 4. WATERPARK TO PAY AN ANNUAL GROUND LEASE OF \$15,000.00 PER ANNUM ON A 35 YEAR LEASE WITH A 35 YEAR RENEWAL OPTION;**
- 5. PAYMENTS BY HOTEL AND WATERPARK REFERENCED IN #'S 1 AND 4 TO BE ADJUSTED ANNUALLY BASED ON THE RATE OF INFLATION, BUT NOT TO EXCEED 5% IN ANY ONE YEAR;**
- 6. HOTEL AND WATERPARK DEVELOPERS AGREE TO REPAY THE SOUTHEAST TEXAS ECONOMIC DEVELOPMENT CORP. APPROXIMATELY \$27,000.00 EXPENDED FOR FEASIBILITY STUDIES AND LEGAL FEES;**
- 7. COUNTY TO REBATE HOTEL/MOTEL TAXES TO DEVELOPER FOR A PERIOD OF 15 YEARS AND AD VALOREM TAX PAYMENTS FOR A PERIOD OF 10 YEARS AND REBATE TO WATERPARK DEVELOPER AD VALOREM TAX PAYMENTS FOR A PERIOD OF TEN YEARS AND SALES TAX ON TICKETS SALES FOR A PERIOD 10 YEARS.**

**BILL BIANCHI - AGAINST**

**CHARLES GIBBS - FOR**

**WILLIAM "BILL" SAM - AGAINST**

**Motion by: County Judge Branick**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **ENGINEERING:**

20. Consider and possibly approve a Preliminary Replat of Commercial Tracts 2, 3, and 4--Douget's Diamond D Subdivision Phase 1 into Tracts 2A, 2B, 3A, 3B and 4 being 6.307 acres out of the James Gerish Jr. League A-25 Jefferson County, Texas. This replat was approved by the City of Beaumont Planning Commission and is located in Precinct No. 1.

**SEE ATTACHMENTS ON PAGES 141 - 142**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

21. Consider and possibly approve Overweight Vehicle Permit 02-OW-14 to Goldston Oil Corporation to conduct drilling at Clubb #1 well on Wilbur Road and Old Big Hill Road. This project is located in Precinct No. 3.

**SEE ATTACHMENTS ON PAGES 143 - 153**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE Advertisement for Invitation for Bids

April 14, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-011/JW, Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport. Specifications and plans are available for a non-refundable fee of \$25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.

Bids are to be 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. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport  
**BID NO:** IFB 14-011/JW  
**DUE DATE/TIME:** 11:00 AM CST, Tuesday, May 6, 2014  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1st Floor  
 Beaumont, Texas 77701

**A mandatory Pre-Bid Conference will be held on Tuesday, April 29, 2014 at 10:00 am CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

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 – April 16<sup>th</sup> and April 23<sup>rd</sup>, 2014

**IFB 14-011/JW**  
**Hangar #7 Apron (Phase II) for the Jack Brooks Regional**  
**Airport**  
**Bids due: 11:00 AM, May 6, 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

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1149 Pearl Street, 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 Department.

## **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 changes 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

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

**1.11 Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

**1.20 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 receipt 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

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The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall ensure 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 **Bid Number, Bid 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 7.1. – 7.7., 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.

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

### Signature Page

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

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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 7<sup>th</sup> 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 Shall Return Completed 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 Shall Return Completed Form with Offer.***

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

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





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

PAGE 4 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

# CONTRACT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and \_\_\_\_\_ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH:** That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

**Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.**

The work to be constructed under this contract shall be completed in 70 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the date herein named.

**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_  
County Judge

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Director of Engineering

**CONTRACTOR**

Party of the Second Part

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

\_\_\_\_\_  
(Title)

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

**Project Name:**

**(IFB 14-011/JW), Hangar #7 Apron (Phase II) for the Jack Brooks Regional Airport**

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please provide a physical address for bid bond return:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PROPOSAL TO JEFFERSON COUNTY

**2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS  
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.  
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"  
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE  
TO "JEFFERSON COUNTY".**

### WORK CONSISTING OF GRADING, BASE, PAVEMENT, AND FENCING IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 70 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

\_\_\_\_\_ N/A \_\_\_\_\_ (Dollars) ( \_\_\_\_\_ N/A \_\_\_\_\_ )

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

**BID PROPOSAL MUST NOT BE DISASSEMBLED**

**NOTICE TO THE BIDDER**

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: \_\_\_\_\_

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

\$ \_\_\_\_\_

**Total Bid Amount**

Take each calculated item total per line and add together for the Total Bid Amount.

# BID FORM INSTRUCTIONS SHEET

**BID FORM INSTRUCTIONS:**

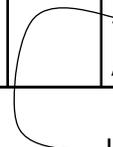
In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.  
**The Item Total should equal** the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)  
Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		REMOVING CONC (CURB)	LF	466.00	
				<i>Fifteen</i> _____ CENTS AND _____ <i>No</i> _____ CENTS	EXAMPLE		<i>\$6,990.00</i>


 Unit price for each linear foot of Concrete Curb Removed

# BID FORM

PROJECT: HANGAR NO. 7 APRON (PHASE II)

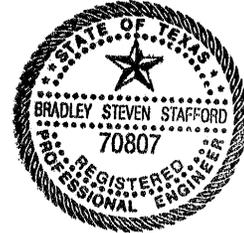
PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY)  _____ DLRS AND _____ CENTS	CY	655.00	
	0247	2042		FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS)  _____ DLRS AND _____ CENTS	CY	280.00	
	0260	2006		LIME TRT (EXST MATL) (6")  _____ DLRS AND _____ CENTS	SY	1,680.00	
	0360	0001		CONC PAV (JT REINF)(8")  _____ DLRS AND _____ CENTS	SY	1,680.00	
	0500	2001		MOBILIZATION  _____ DLRS AND _____ CENTS	LS	1.00	
	0550	2001		CHAIN LINK FENCE (INSTALL) (6')  _____ DLRS AND _____ CENTS	LF	106.00	
	0550	2003		CHAIN LINK FENCE (REMOVE)  _____ DLRS AND _____ CENTS	LF	315.00	
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	

## ENGINEER SEAL

**The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.**



**The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. April 8, 2014**

**General Notes:**

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Contractor shall maintain drainage throughout the project. This work is incidental to the various bid items.

Any debris placed on the taxi-way due to construction activities will be removed by the end of the day.

**Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

**Item 8: Prosecution and Progress**

The cost of liquidated damages is \$500 per day.

**Item 247: Flexible Base**

Compaction method specified as ordinary control compaction.

**Item 260: Lime Treatment (Road-Mixed)**

Dry placement of lime will not be permissible.

Furnishing hydrated lime slurry, commercial lime slurry, or quicklime slurry is subsidiary to the cost for lime treatment. The proposed lime content is 8% and will require 36.3 tons of lime for an average soil weight of 120 lbs/cf.

**Item 550: Chain Link Fence**

The fence installed along the apron and terminating at the hangar will be salvaged from the existing fence which is being removed. The barbed wire along the top of the fence will also be reused.

Due to security issues, no gaps in the fence will be left open after working hours and no gaps will be left unattended during work hours.

**JEFFERSON COUNTY**

GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS:        ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 110    EXCAVATION (132)  
 ITEM 247    FLEXIBLE BASE (105) (204) (210) (216) (520)  
 ITEM 260    LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)  
 ITEM 360    CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)  
 ITEM 500    MOBILIZATION  
 ITEM 550    CHAIN LINK FENCE (421) (445)

SPECIAL PROVISIONS:        SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000---007)  
 SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)

SPECIAL SPECIFICATIONS:

NONE

GENERAL:    THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.



Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
 Servicer.....	 \$ 13.97
 Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder....	\$ 12.85
Structural Steel.....	\$ 14.39
 TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

-----

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## ***SPECIAL PROVISIONS***

2004 Specifications

## SPECIAL PROVISION

**000---007**

### Special Labor Provisions for State Projects

**General.** This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

**Minimum Wages, Hours and Conditions of Employment.** All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designated to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any

worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

**Record and Inspections.** Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.

## SPECIAL PROVISION

**000---2607**

### Nondiscrimination

**Description.** All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

**Definition of Terms.** Where the term “contractor” appears in the following six nondiscrimination clauses, the term “contractor” is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

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

**(1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**FIVE STAR Correctional Services**  
Setting the Standard in Institutional Food Service

March 27, 2014

Sheriff Mitch Woods  
Jefferson County Sheriff's Office  
1001 Pearl St,  
Beaumont, TX 77701

Dear Sheriff Woods:

Five Star Correctional Services, Inc. would like to request a CPIU price re-determination on meal services at Jefferson County Jail per our response in RFP 10-026/KJS for Food Service for the Jefferson County Correctional Facility. The Increase will be effective at the breakfast meal on June 1, 2014 through May 30, 2015.

We have made the following price adjustment based on the Consumer Price Index for the periods between Feb 2012 thru Jan 2013 and Feb 2013 thru Jan 2014.

Please find the attached report for your review and verification.

All other terms of the original contract shall remain the same.

<u>Meal Description</u>	<u>Current Price</u>	<u>New Price</u>
Inmate Meals	\$ .855	\$ .872
Officer Meals	\$ .855	\$ .872

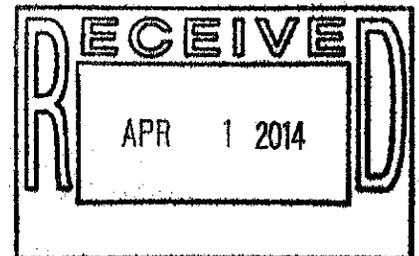
We realize that County budgets are growing increasingly tighter. We work hard to keep prices down; however, the continual rise of fuel prices is also driving up the price we pay for most, if not all, the food items we use on a daily basis. Please consider this request carefully.

Should you have any questions, please do not hesitate to call me at the phone number below.

Sincerely,

Ron Stevens  
President

Cc: Chief Theriot  
Chief Miller



**WEST ORDER FORM - TEXAS CALIR SERVICES**  
**CONTRACT #2010-001**  
 610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000



<b><u>Check West account status below as applicable:</u></b>		Rep Name & Number <u>Jennifer Koithan 0080838</u>	*** R E Q U I R E D ***
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
-----			
Acct # <u>1000104759</u>	PO # _____	Date <u>4/9/2014</u>	I F N E E D E D
Name/Subscriber <u>Jefferson County 252nd District Court</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>Ed Tanner</u>			
E-Mail <u>etanner@co.jefferson.tx.us</u>			
Westlaw Password Contact Name (for password delivery) <u>Ed Tanner</u>			
E-Mail _____		<u>etanner@co.jefferson.tx.us</u>	
Permanent Address Change <input type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>
Name _____ Attn: _____			
Address _____ Suite/Floor _____			
City _____ State _____ County _____ Zip _____			

<b>WestlawPRO™</b>	
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Full Svc #	WestlawPRO/ WLEC Products	# of Passwords	Monthly Banded/Base Rate	Per User Rate	Other	Total Monthly WestlawPRO/ WLEC Charges
	TX CCG WLN Opt 4	2		\$52		\$104

**Notes:**

**Total Monthly Charges \$ \$104**

**TEXAS CALIR SERVICES**

Monthly charges, annual increases, and term dates for the Basic Core, Specialized, Investigative Options and Solutions are specifically defined under the TEXAS CALIR Contract. The annual period, for purposes of price increases and renewal dates, runs from February 1 through January 31 of each year for the term of the TEXAS CALIR Contract.

**TERMS BELOW APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001**

Monthly WestlawPRO Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO shall be tied to the Minimum Term of the underlying Order Form for such product(s).

           **Subscriber's Initials for 24 Month WestlawPRO Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly WestlawPRO Charges for the initial 12 months.

           **Subscriber's Initials for 36 Month WestlawPRO Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly WestlawPRO Charges for the initial 12 months and the Monthly WestlawPRO Charges for the third 12 months not to increase by more than \_\_\_\_\_% over the Monthly WestlawPRO Charges for the second 12 months.

Upon conclusion of the WestlawPRO Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

           **Subscriber's Initials** Subscriber has            attorneys/users, for the location identified above for WestlawPRO orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

<b>Internal Use Only</b>	<b>MSTX</b>
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**West LegalEdcenter Online Features and Services:**

**Subscriber's Initials** - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

<b>Technical Contacts for Westlaw Patron Access Administrator</b>	
Technical Contact Name (please print):	<u>  N/A  </u>
Telephone:	_____
E-Mail Address:	_____
Current Account #:	_____
Patron Access: IP Address:	_____
One IP Address per terminal. Additional pages may be attached if needed.	
* Orders submitted without IP Address information may delay set up and access	
_____ Subscriber Initials	_____ Terminals will be used for Patron Access.

	<b>WestlawPRO Renewals</b>	
*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.		

Sub Matl #	WestlawPRO Products	Current Monthly WestlawPRO Charges*
	N/A	

**Notes:**

**TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001**

\_\_\_\_\_**Subscriber's Initials for 12 Month Renewal Term** \*\* Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

\_\_\_\_\_**Subscriber's Initials for 24 Month Renewal Term** \*\* Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months.

\_\_\_\_\_**Subscriber's Initials for 36 Month Renewal Term** \*\* Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form requires Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

\*\*Effective at the end of the current Minimum Term or current Renewal Term.

Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges are billed thereafter at then current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

<b>Westlaw Passwords and QuickView+</b>									
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)	
Tanner	Ed			X					
Scott	Lindsey	X							

--	--	--	--	--	--	--	--

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder \_\_\_\_\_ Password \_\_\_\_\_ Authorized Acct. # \_\_\_\_\_

	<b>Print Products/Other Products</b>	
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Full Svc #	Print Products and Other Products	Quantity	List Charges	Other	Charges
	n/a				

**Notes:**

**Total Charges \$** \_\_\_\_\_

**TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001**

**Terms of Payment for Print Products.** West’s standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ \_\_\_\_\_ per month plus tax for approximately \_\_\_\_\_ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

**Subscription Service and Passwords.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber’s expense, and such server must be accessible to all of Subscriber’s authorized users.

**General Provisions.** This Order Form is subject to approval by West, a Thomson Reuters business (“West”) in St. Paul, Minnesota, and is governed by Texas law. The state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, including all amounts that are or would become due and payable for the remaining term of Subscriber’s Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Texas contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products.

**Returns.** If Subscriber is not completely satisfied with any print product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West’s then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

	<b>Online/CD-ROM Products to be Lapsed</b>	
--	--------------------------------------------	--

Full Svc #	Online/CD-ROM Products	# of Passwords
	Please lapse all current MSA slice content for all passwords	

The TEXAS CALIR Services Contract #2010-001, Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products), and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, (“Subscriber Agreement”) is/are hereby incorporated by reference and made part of this Order Form. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

**Signature** X \_\_\_\_\_ **Date** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature** X \_\_\_\_\_



Surveying And Mapping, LLC  
 4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735  
 Ofc 512.447.0575 Fax 512.326.3029  
 sam@sam.biz www.sam.biz

Via Email: [bworsham@ljaengineering.com](mailto:bworsham@ljaengineering.com)

April 7, 2014

Bill Worsham  
 LJA Engineering, Inc.  
 5316 Highway 290 West, Suite 150  
 Austin, Texas 78735

**RE: Proposal for Multi-beam Bathymetry Survey of breakwater on the western shoreline of  
 Pleasure Island, Port Arthur, Texas**

Dear Mr. Worsham,

I am pleased to offer this proposal on behalf of Surveying And Mapping, LLC (SAM) in support of your above-referenced project. SAM will provide all of the labor and material required to perform a multi-beam survey of an 850-foot-long breakwater along the western shoreline of Pleasure Island. The survey will extend from the breakwater to the toe of the channel slope (roughly 110-140 feet). The multi-beam mount will be tilted at a 15-degree angle, which should provide coverage of the breakwater to within about 1.5 feet of the water surface. Water depths will be recorded using a 400-kHz (or higher frequency) multi-beam sensor equivalent to an R2Sonic 2024 or RESON 7125. Multi-beam soundings will be compensated for the motion of the sounder in all axes of movement using an inertial motion unit. Geographic positions will be provided by a dual-GPS heading system receiving differential or RTK corrections. Water surface elevations will be provided either by reference to an established tide gauge or by RTK GPS. Deliverables will consist of electronic files including a cleaned and edited xyz point cloud in ASCII format and a bathymetric contour map in CAD or GIS format. All water depths will be tidally corrected and converted to elevations referenced to your choice of vertical datum. The estimated cost is \$9,346.

Should you have any questions, please do not hesitate to contact me at 512-685-3574 or by email at [rgearhart@sam.biz](mailto:rgearhart@sam.biz).

Sincerely,

Robert Gearhart  
 Sr. Project Manager

ATTEST:

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

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
 Jeff R. Branick, County Judge

cc: Pat Smith, RPLS  
 Steve Knodell, RPLS



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

---

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

**MEMORANDUM**

To: Commissioners' Court  
From: Deborah Clark   
Purchasing Agent  
Date: April 9, 2014  
Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

April 14, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	SMALL 10-DRAWER FILING CABINET		12172
DISTRICT ATTORNEY	4-DRAWER FILING CABINET		12529
DISTRICT ATTORNEY	PAPER SHREDDER		433
<i>contact person: Emily Beough</i>			
J.P. PCT. 6	CHAIR		30071
J.P. PCT. 6	CHAIR		33340
J.P. PCT. 6	CHAIR		NO TAG
<i>contact person: Deidra Jackson</i>			
ROAD & BRIDGE #2	(2) WORKSTATION CUBICLES		
<i>contact person: Frank Adams</i>			

Approved by Commissioners' Court:

**Fran Lee**

---

**From:** Precinct 1 <pct1sc@co.jefferson.tx.us>  
**Sent:** Thursday, April 03, 2014 12:48 PM  
**To:** 'Fran Lee'  
**Subject:** 20140403 lateral rd fund coverstone transfer to blanket 57601

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



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

**Eddie Arnold**  
 Jefferson County  
 Commissioner Pct. #1

**MEMORANDUM**

**TO:** Fran Lee, Auditing  
**FROM:** Commissioner Eddie Arnold, R&B Pct #1  
**DATE:** April 3, 2014  
**RE:** Transfer

---

Please transfer:

\$15,000.00 out of acct #111-0102-431-30-79 (crushed stone) put in to acct #111-0105-431-40-18 (road machinery) for road machinery repairs.

~~\$10,000.00 out of lateral road fund cover stone acct # 201-0000-431-30-80 and put into blanket #57601 (Vulcan, cover stone) for on Keith Rd project.~~

Please confirm when complete.

Patricia Nantz  
 R & B #1



## MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred

Date: April 4, 2014

RE: Transfer Funds

---

Please transfer **\$4,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.30-83 (Tires and Tubes); and

Please transfer **\$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-08 (Automobiles and Trucks); and

Please transfer **\$3,500** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0407-431.50-62 (Travel) for additional cost of tire repairs, equipment parts and travel.

Thank you.

EA/nr

1295 Pearl Street  
Beaumont, Tx. 77701



(409)835-8530 – Office  
(409)839-2353 – Fax

**PUBLIC HEALTH DEPARTMENT**

Wayne Morris, Administrative Director

# MEMORANDUM

**To:** Fran Lee, Budget Mgr. - Auditing Department  
**From:** Wayne Morris *W. Morris*  
**CC:** Dr. A.C. Walkes; Commissioner Everette Alfred; Paul Helegda; File  
**Date:** April 4, 2014  
**Subject:** Transfer of Funds – Computer Equipment for Pharmacy Upgrade

Quotes have been obtained through the MIS Department for computer equipment needed for the upgrade of software and support system necessary for the continuity of pharmacy services by the department. As a result of Microsoft's decision to no longer support the operational system of Windows 8; effective April 08, 2014, as notified by our contracting vendor, the following quotes require a total funding transfer of \$3,860.00.

Lexmark MS 810n	550.00
Dell 7010 Minitower (2)	2500.00
Microsoft Office Professional Plus 2013 (2)	660.00
Windows 8 Pro-Upgrade license/MS Windows 7	<u>150.00</u>
	<u>\$ 3860.00-total</u>

FROM:  
120-5079-442-1005 (EXTRA HELP) 3860.00

TO:  
120-5079-442-6002 (COMPUTER EQUIP.) 3860.00

I am requesting that this be placed on the next Commissioners Court to make funds available to make these purchases for the pharmacy.

Thanking you in advance!

**Pricing Proposal**

Quotation #: 7793594

Description: Microsoft Select Plus Win

Created On: Mar-20-2014

Valid Until: Mar-31-2014

**County of JEFFERSON TX****Vanessa Lachney**

1149 Pearl Street 6th Floor

Beaumont, TX 77701

United States

Phone: (409) 835-8447

Fax: (409) 839-2388

Email: vlachney@co.jefferson.tx.us

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Windows 8.1 Pro - Upgrade license - 1 PC - Select, Select Plus - Single Language Microsoft - Part#: FQC-08220	1	\$121.00	\$121.00
2 Microsoft Windows 7 Professional - Upgrade (media only) - volume - DVD - 32-bit - English Microsoft - Part#: FQC-00116	1	\$22.30	\$22.30
<b>Total</b>			<b>\$143.30</b>

**Additional Comments**

Thank you for choosing SHI Government Solutions.

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-2503.

**Retrieve your quote:**<https://www.shi.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.



Pricing Proposal  
 Quotation #: 7838451  
 Created On: 4/1/2014  
 Valid Until: 4/30/2014

## County of JEFFERSON TX

### Vanessa Lachney

1149 Pearl Street 6th Floor  
 Beaumont, TX 77701  
 United States  
 Phone: (409) 835-8447  
 Fax: (409) 839-2388  
 Email: vlachney@co.jefferson.tx.us

## Inside Sales Manager

### Jay Martell

1301 South Mo-Pac Expressway  
 Suite 375  
 Austin, TX 78746  
 Phone: 800-870-6079  
 Fax: 512-732-0232  
 Email: Jay\_Martell@SHI.Com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office Professional Plus 2013 - License - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 79P-04712 Note: DIR-SDD-2503	2	\$328.20	\$656.40
Total			\$656.40

### Additional Comments

Thank you for choosing SHI Government Solutions.

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-2503.

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

4/1/2014 11:32:25 AM



**Thank you. Your eQuote has been saved!**  
eQuote # 1008389630452. This eQuote expires on May 16, 2014

Order Contact

**eQuote Contact** Vanessa Lachney  
Jefferson County  
(409) 835-8447  
vlachney@co.jefferson.tx.us

**Tax exemption** No, I am not tax exempt

Shipping

**Shipping Contact** Vanessa Lachney  
Jefferson County  
(409) 835-8447

**Shipping Address** 1149 Pearl St  
Ste 6th  
Beaumont, TX 77701-3634

**Delivery method** no charge delivery

**Trade compliance** No, I will not be exporting

**Cart Contents**

Item	Quantity	Estimated Ship Date	Price
 Standard 7010 Minitower OptiPlex 7010 MT	(\$1,154.36/ea) 2	4/15/2014	\$2,308.72
<b>Subtotal</b>			\$2,308.72
<b>Estimated Shipping</b>			\$0.00
<b>Estimated Tax</b>			\$190.47
<b>Total</b>			<b>\$2,499.19</b>

© 2014 Dell

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. \*\* Orders with Custom Factory Integration might require additional processing time.

Mr. Paul,  
Here is what I have found.

**Gateway E-4000**  
**74BT-27066**  
**S/N: 0029579293**  
**PC Name: Pharmacy-01**  
**IP: 192.168.14.30**

The Bios date on this system in October of 2002, while Windows 7 can be installed on this machine, we will have to verify the Motherboard supports 2 gig of ram first. There are going to be driver issues and all devices may not work properly. Also if it is upgraded, it will be slow. **I do not recommend upgrading this system.**

**Gateway E-6610**  
**74BT-32530**  
**S/N: 0040525144**  
**PC Name: HWBMT06PC**  
**IP: 192.168.14.33**

This machine can be upgraded to windows 7, But I would recommend having one of the Techs make sure we can upgrade the Ram to 2 Gig first. **Due to the age of the system I would replace it.**

**Dell Optiplex 755 (Came with Windows Vista but was back loaded to Windows XP)**  
**74BT-33238**  
**S/N: 5NSQRH1**  
**PC Name: Pharmacy-02**  
**IP: 192.168.14.9**

This machine can be upgraded to windows 7, I would have one of the Tech's upgrade the BIOS first. While an in place upgrade is possible I would recommend a clean install.

-Lee

**From:** Paul Helegda [mailto:helegda@co.jefferson.tx.us]  
**Sent:** Thursday, March 27, 2014 8:42 AM  
**To:** 'Lee Reese'  
**Subject:** FW: Pharmacy PCs Info

Can any of these PC's be upgraded to Windows 7?

---

**From:** Crystal L. Sanders [mailto:csanders@co.jefferson.tx.us]  
**Sent:** Wednesday, March 26, 2014 11:18 AM  
**To:** 'Paul Helegda'; 'Ken Seholm'  
**Subject:** RE: Pharmacy PCs Info

Here's the info with PC names and IP addresses

**Gateway E-4000**  
**74BT-27066**  
**S/N: 0029579293**  
**PC Name: Pharmacy-01**  
**IP: 192.168.14.30**

**Gateway E-6610**  
**74BT-32530**  
**S/N: 0040525144**  
**PC Name: HWBMT06PC**  
**IP: 192.168.14.33**

4/4/2014

Dell Optiplex 755 (Came with Windows Vista but was back loaded to Windows XP)  
74BT-33238  
S/N: 5NSQRH1  
PC Name: Pharmacy-02  
IP: 192.168.14.9



**Crystal L. Sanders**  
MIS Technician  
Jefferson County Courthouse MIS Dept.  
1149 Pearl Street 3<sup>rd</sup> Floor  
Beaumont, TX 77701  
(409) 835-8447  
[csanders@co.jefferson.tx.us](mailto:csanders@co.jefferson.tx.us)

---

**From:** Paul Helegda [mailto:helegda@co.jefferson.tx.us]  
**Sent:** Wednesday, March 26, 2014 11:03 AM  
**To:** 'Crystal L. Sanders'; 'Ken Seholm'  
**Subject:** RE: Pharmacy PCs Info

Do you know the PC names?

---

**From:** Crystal L. Sanders [mailto:csanders@co.jefferson.tx.us]  
**Sent:** Wednesday, March 26, 2014 10:23 AM  
**To:** 'Paul Helegda'; 'Ken Seholm'  
**Subject:** Pharmacy PCs Info

4/4/2014

**Wayne Morris**

---

**From:** Paul Helegda [helegda@co.jefferson.tx.us]  
**Sent:** Thursday, April 03, 2014 11:13 AM  
**To:** 'Wayne Morris'  
**Subject:** FW: Emailing: CDWG-Lexmark MS810n-Paul

**Attachments:** CDWG-Lexmark MS810n-Paul.pdf



CDWG-Lexmark  
MS810n-Paul.pdf (... Wayne,

This is the cost for the new printer for the Pharmacy.

Paul

-----Original Message-----

**From:** Vanessa Lachney [mailto:vlachney@co.jefferson.tx.us]  
**Sent:** Thursday, April 03, 2014 11:07 AM  
**To:** PHelegda@co.jefferson.tx.us  
**Subject:** Emailing: CDWG-Lexmark MS810n-Paul

Your message is ready to be sent with the following file or link attachments:

CDWG-Lexmark MS810n-Paul

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



800.808.4239

**Quote Information**

Quote #	Status	Quote Date	Contact	Description
1BFR6DG	Open	4/3/2014	VANESSA LACHNEY	LEXMARK-MS810N-PAUL

**Billed From Address**

CDW Government Inc.  
230 N. Milwaukee Ave,  
Vernon Hills, IL 60061  
P (800) 594-4239

**Billing Address / Payment Methods**

JEFFERSON COUNTY  
1149 PEARL ST FL 6  
MIS DEPT  
BEAUMONT , TX 77701-3638  
P (409) 835-8447

**Shipping Address / Shipping Methods**

JEFFERSON COUNTY  
ATTN: VANESSA LACHNEY  
1149 PEARL STREET  
FLOOR 6TH  
BEAUMONT , TX 77701

**Payment Method**

Select payment method during checkout.

**Shipping Method**

UPS Ground

**Product**

Product	Contract	CDW #	MFG #	Qty	Unit Price	Ext. Price
Lexmark MS810n - printer (\$699-\$175 savings=\$524, Ends 4/30)		2848306	40G0100	1	\$508.28	\$508.28
					<b>Subtotal:</b>	\$508.28
					<b>Shipping:</b>	\$33.16
					<b>Grand Total:</b>	\$541.44

This page was printed on 4/3/2014 11:07:45 AM.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Three Months Ending December 31, 2013



Patrick Swain - County Auditor

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

April 7, 2014

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of December 31, 2013 together with the results of operations of the budget for the third period then ended.

**Revenue:**

Total budgeted revenue collected for the three months ending December 31, 2013 is \$10,381,035. Budgeted Revenues are \$120,094,477 leaving \$109,713,442 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$4,674,718 for the first three months of the year. This amount represents 6% of the budgeted amount of \$84,630,980.

**Sales Taxes:**

Nine percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$21,450,000.

Page Two

**Licenses & Permits:**

Nineteen percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$430,000 for the year.

**Intergovernmental:**

Thirteen percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,497,541.

**Fees:**

Thirty-two percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,167,106 for the year.

**Fines and Forfeitures:**

Fifteen percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,675,000.

**Interest:**

Seventeen percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$219,850.

**Other Revenues:**

Thirty-eight dollars has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

**Expenditures:**

Overall for the County's budgeted funds, twenty-four percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$120,226,587, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,435,441 for the fiscal year ending September 30, 2014.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'PS', with a long horizontal line extending to the right.

Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE THREE MONTHS ENDING DECEMBER 31, 2013  
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Jefferson County, Texas  
Consolidated Balance Sheet  
For The Three Months Ending December 31, 2013

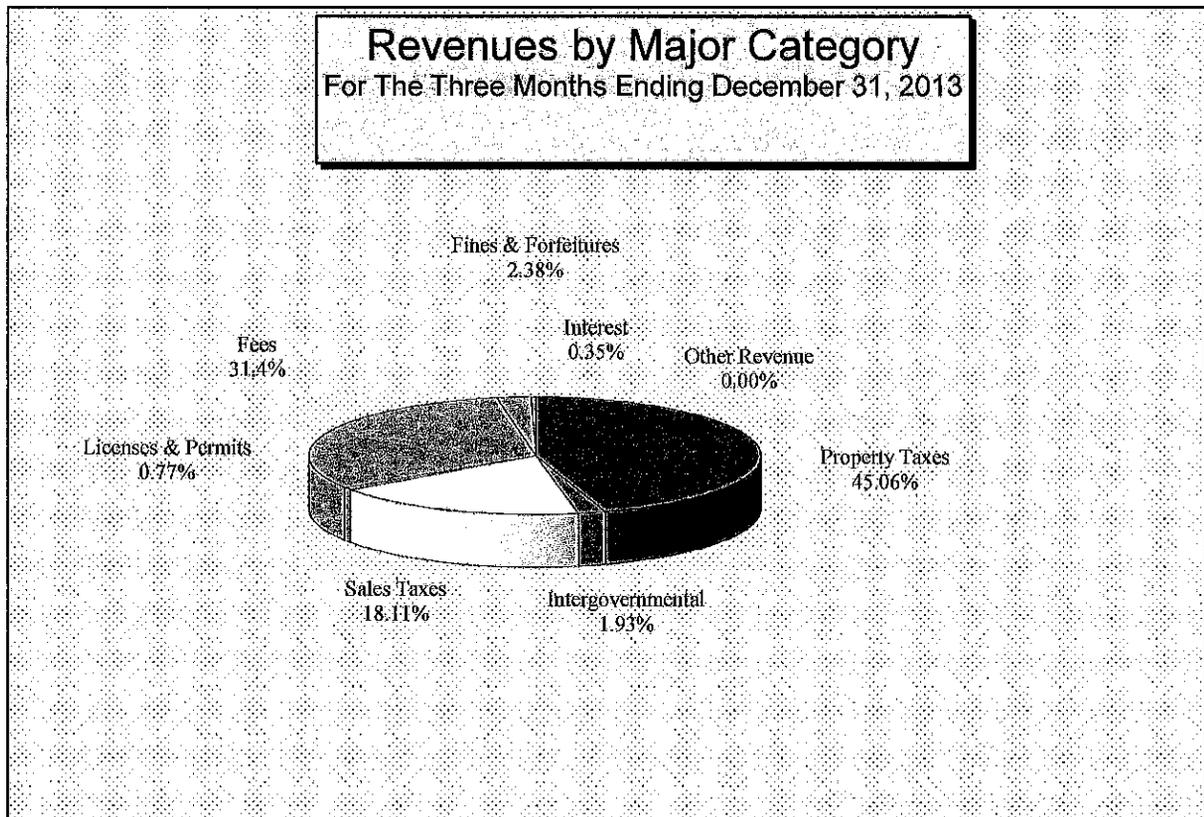
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 33,259,665	16,151,337	10,388,376	1,470,599	(227,872)	3,020,266	\$ 64,062,371
Receivables & Prepaids	5,958,312	73,824	-	149,689	(3,563)	-	6,178,262
Intergovernmental Receivables	1,384,902	(6,082)	-	-	-	-	1,378,820
Due From Other Funds	425,903	-	-	-	-	-	425,903
Inventory	587,972	39,911	-	-	196,373	-	824,256
Other Assets	-	-	-	-	87,043,444	-	87,043,444
 Total Assets	 \$ <u>41,616,754</u>	 \$ <u>16,258,990</u>	 \$ <u>10,388,376</u>	 \$ <u>1,620,288</u>	 \$ <u>87,008,382</u>	 \$ <u>3,020,266</u>	 \$ <u>159,913,056</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 4,705,938	432,217	-	108,376	55,431	1,711,178	\$ 7,013,140
Intergovernmental Payables	360	-	-	-	205	-	565
Due To Other Funds	-	275,677	-	-	-	-	275,677
Other Liabilities	5,639,418	82,624	-	130,865	407,968	-	6,260,875
Fund Balance/Equity	<u>31,271,038</u>	<u>15,468,472</u>	<u>10,388,376</u>	<u>1,381,047</u>	<u>86,544,778</u>	<u>1,309,088</u>	<u>146,362,799</u>
 Total Liabilities and Fund Balance/Equity	 \$ <u>41,616,754</u>	 \$ <u>16,258,990</u>	 \$ <u>10,388,376</u>	 \$ <u>1,620,288</u>	 \$ <u>87,008,382</u>	 \$ <u>3,020,266</u>	 \$ <u>159,913,056</u>

Jefferson County, Texas  
Statement of Changes in Fund Balances  
For The Three Months Ending December 31, 2013

	<u>9/30/2013</u>	<u>Three Months Ending December 31, 2013</u>				<u>12/31/2013</u>
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 272,101	\$ 90,158	\$ 149,628	\$ -	\$ -	\$ 212,631
Road & Bridge Pct. 1	830,869	182,712	279,037	-	-	734,544
Road & Bridge Pct. 2	256,203	168,936	324,044	-	-	101,095
Road & Bridge Pct. 3	392,220	153,842	271,531	-	-	274,531
Road & Bridge Pct. 4	677,232	196,979	373,811	-	-	500,400
Engineering Fund	61,984	45,216	208,586	-	-	(101,386)
Parks & Recreation	36,664	17,311	36,840	-	-	17,135
General Fund	39,815,421	7,762,419	21,134,629	(648,420)	-	25,794,791
Mosquito Control Fund	367,366	113,071	611,065	-	-	(130,628)
Tobacco Settlement Fund	3,915,559	2,366	50,000	-	-	3,867,925
<b>Total General Funds</b>	<b>46,625,619</b>	<b>8,733,010</b>	<b>23,439,171</b>	<b>(648,420)</b>	<b>-</b>	<b>31,271,038</b>
Total Special Revenue Funds	15,787,368	3,716,747	4,037,379	1,736	-	15,468,472
Total Capital Project Funds	11,924,387	109,220	1,645,231	-	-	10,388,376
Total Debt Service Funds	1,071,014	1,648,025	1,337,992	-	-	1,381,047
Total Enterprise Funds	87,171,090	511,925	1,784,921	646,684	-	86,544,778
Total Internal Service Funds	1,739,295	3,862,968	4,293,175	-	-	1,309,088
<b>Total Balances</b>	<b>\$ 164,318,773</b>	<b>\$ 18,581,895</b>	<b>\$ 36,537,869</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 146,362,799</b>

Jefferson County Texas  
Statement of Revenues by Category - Compared with Budget Allocation  
For The Three Months Ending December 31, 2013

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 4,674,718	\$ 84,630,980	\$ 79,956,262	94.48%
Sales Taxes	1,880,232	21,450,000	19,569,768	91.23%
Licenses & Permits	79,993	430,000	350,007	81.40%
Intergovernmental	200,599	1,497,541	1,296,942	86.60%
Fees	3,261,151	10,167,106	6,905,955	67.92%
Fines & Forfeitures	247,576	1,675,000	1,427,424	85.22%
Interest	36,728	219,850	183,122	83.29%
Other Revenue	38	24,000	23,962	99.84%
	<u>\$ 10,381,035</u>	<u>\$ 120,094,477</u>	<u>\$ 109,713,442</u>	<u>91.36%</u>



Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Three Months Ending December 31, 2013

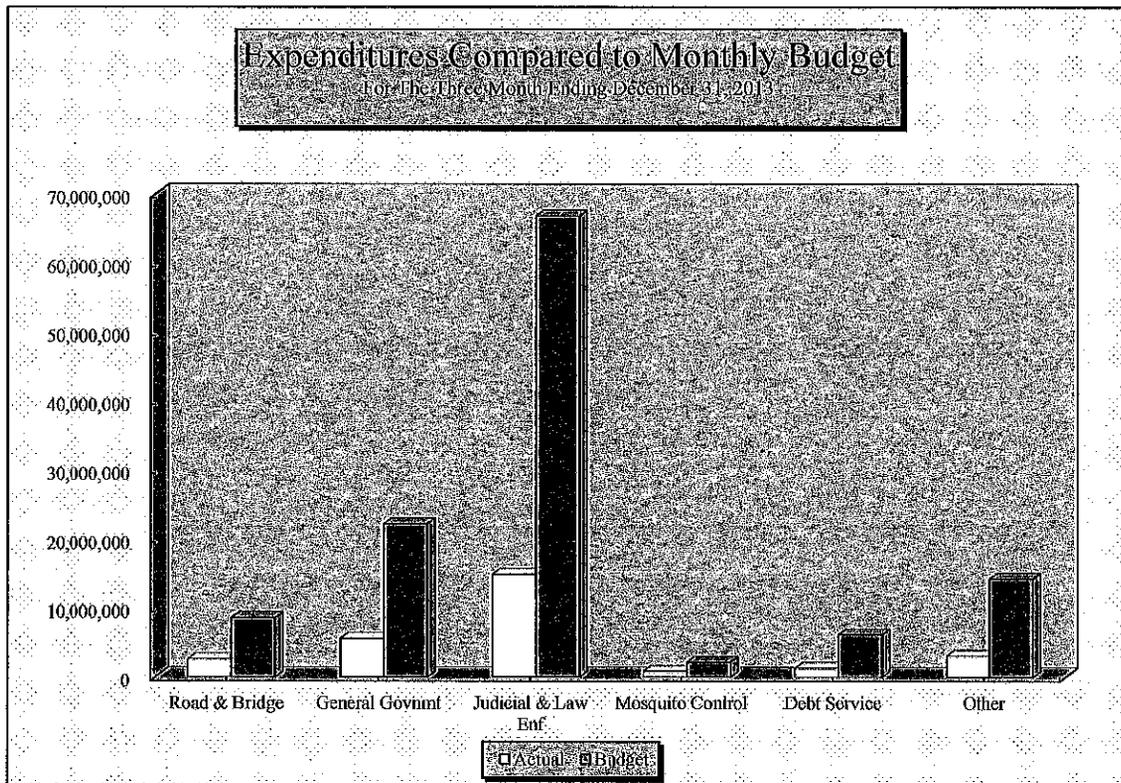
	October 2013	Cumulative	Annual	Unrealized
	-December	Total	Budget	Balance
Jury Fund				
Current Taxes	\$ 14,574	\$ 14,574	\$ 309,641	\$ 295,067
Delinquent Taxes	1,109	1,109	3,766	2,657
Jury Fees	4,742	4,742	55,000	50,258
Intergovernmental Revenue	69,733	69,733	550,000	480,267
Road & Bridge Pct. 1				
Current Taxes	28,602	28,602	607,692	579,090
Delinquent Taxes	270	270	917	647
Intergovernmental Revenue	-	-	-	-
Auto Registration Fees	-	-	495,140	495,140
Road & Bridge Fees	110,144	110,144	534,230	424,086
Sales, Rentals & Services	-	-	-	-
Fines and Forfeitures	43,696	43,696	273,630	229,934
Road & Bridge Pct. 2				
Current Taxes	26,385	26,385	560,588	534,203
Delinquent Taxes	638	638	2,167	1,529
Intergovernmental Revenue	-	-	-	-
Auto Registration Fees	-	-	456,760	456,760
Road & Bridge Fees	101,606	101,606	492,820	391,214
Sales, Rentals & Services	-	-	-	-
Fines and Forfeitures	40,307	40,307	252,420	212,113
Road & Bridge Pct. 3				
Current Taxes	23,816	23,816	506,022	482,206
Delinquent Taxes	1,929	1,929	6,552	4,623
Intergovernmental Revenue	-	-	-	-
Auto Registration Fees	-	-	412,300	412,300
Road & Bridge Fees	91,716	91,716	444,850	353,134
Sales, Rentals & Services	(5)	(5)	-	5
Fines and Forfeitures	36,386	36,386	227,850	191,464
Road & Bridge Pct. 4				
Current Taxes	30,950	30,950	657,595	626,645
Delinquent Taxes	270	270	917	647
Intergovernmental Revenue	-	-	2,000	2,000
Auto Registration Fees	-	-	535,800	535,800
Road & Bridge Fees	119,190	119,190	578,100	458,910
Sales, Rentals & Services	(712)	(712)	-	712
Fines and Forfeitures	47,281	47,281	296,100	248,819
Other Revenue	-	-	-	-

Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Three Months Ending December 31, 2013

	October 2013 -December	Cumulative Total	Annual Budget	Unrealized Balance
<b>Engineering Fund</b>				
Current Taxes	\$ 41,425	\$ 41,425	\$ 880,149	\$ 838,724
Delinquent Taxes	3,091	3,091	10,499	7,408
Licenses and Permits	200	200	1,000	800
Sales, Rentals & Services	500	500	1,500	1,000
<b>Parks &amp; Recreation</b>				
Current Taxes	3,614	3,614	76,788	73,174
Delinquent Taxes	576	576	1,958	1,382
Sales, Rentals & Services	13,121	13,121	45,400	32,279
<b>General Fund</b>				
Current Taxes	3,791,636	3,791,636	71,907,283	68,115,647
Delinquent Taxes	285,578	285,578	970,030	684,452
Sales Taxes	1,880,232	1,880,232	21,450,000	19,569,768
Other Taxes	38	38	24,000	23,962
Licenses and Permits	79,793	79,793	429,000	349,207
Intergovernmental Revenue	130,866	130,866	945,541	814,675
Fees of Office	668,378	668,378	4,370,244	3,701,866
Other Sales, Rentals & Svcs.	812,471	812,471	1,744,962	932,491
Fines & Forfeitures	79,906	79,906	625,000	545,094
Interest	33,521	33,521	200,000	166,479
Other Revenue	-	-	-	-
<b>Mosquito Control Fund</b>				
Current Taxes	104,681	104,681	2,224,130	2,119,449
Delinquent Taxes	8,390	8,390	28,499	20,109
Spraying Contract	-	-	-	-
Sales, Rentals & Services	-	-	-	-
<b>Tobacco Settlement Fund</b>				
Interest	2,366	2,366	11,000	8,634
<b>Debt Service</b>				
Current Taxes	280,730	280,730	5,801,092	5,520,362
Delinquent Taxes	26,454	26,454	74,695	48,241
Interest	841	841	8,850	8,009
Other, Sales, Rentals & Svcs.	1,340,000	1,340,000	-	(1,340,000)
<b>Total</b>	<b>\$ 10,381,035</b>	<b>\$ 10,381,035</b>	<b>\$ 120,094,477</b>	<b>\$ 109,713,442</b>

Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation - 25% of Budget Expended  
 For The Three Months Ending December 31, 2013

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 159,061	\$ 1,081,343	\$ 922,282	85.29%
Road & Bridge Funds	2,376,547	7,413,654	5,037,107	67.94%
Engineering Fund	211,699	979,849	768,150	78.39%
Parks & Recreation Fund	41,161	211,236	170,075	80.51%
<b>General Fund:</b>				
General Government	5,618,636	22,241,279	16,622,643	74.74%
Judicial	3,768,220	17,156,744	13,388,524	78.04%
Law Enforcement	11,000,792	48,565,979	37,565,187	77.35%
Education	89,175	394,557	305,382	77.40%
Health & Welfare	1,262,764	8,378,683	7,115,919	84.93%
Maintenance	1,053,523	3,623,048	2,569,525	70.92%
Other	643,412	1,820,048	1,176,636	64.65%
Mosquito Control Fund	881,825	2,170,655	1,288,830	59.38%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	1,337,992	6,139,512	4,801,520	78.21%
	<u>\$ 28,494,807</u>	<u>\$ 120,226,587</u>	<u>\$ 91,731,780</u>	<u>76.30%</u>



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Three Months Ending December 31, 2013

	October 2012		Cumulative	Annual	Unencumbered
	December	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 149,628	\$ 9,433	\$ 159,061	\$ 1,081,343	\$ 922,282
Road & Brdg Pct. 1	279,037	382,476	661,513	1,638,400	976,887
Road & Brdg Pct. 2	324,044	355,159	679,203	1,816,739	1,137,536
Road & Brdg Pct. 3	271,531	79,071	350,602	1,815,598	1,464,996
Road & Brdg Pct. 4	373,811	311,418	685,229	2,142,917	1,457,688
Engineering	208,586	3,113	211,699	979,849	768,150
Parks & Recreation	36,840	4,321	41,161	211,236	170,075
Tax Assessor/Coll.	832,150	37,127	869,277	3,599,623	2,730,346
Human Resources	90,386	2,400	92,786	427,626	334,840
County Auditor	339,110	982	340,092	1,378,829	1,038,737
County Clerk	480,907	65,924	546,831	2,157,843	1,611,012
County Judge	192,297	149	192,446	872,942	680,496
Risk Management	51,021	319	51,340	234,594	183,254
County Treasurer	78,486	197	78,683	364,587	285,904
Printing Department	30,809	16,941	47,750	155,883	108,133
Purchasing Department	115,108	14,058	129,166	528,967	399,801
General Services	2,431,232	100,226	2,531,458	9,513,248	6,981,790
MIS	460,521	10,238	470,759	1,882,451	1,411,692
Voter's Registration	90,405	239	90,644	261,725	171,081
Elections	174,295	3,109	177,404	862,961	685,557
District Attorney	1,215,003	24,001	1,239,004	5,739,766	4,500,762
District Clerk	351,820	9,054	360,874	1,752,456	1,391,582
Criminal Dist. Court	195,591	2,684	198,275	1,214,100	1,015,825
58th Dist. Court	64,980	330	65,310	291,940	226,630
60th Dist. Court	62,747	287	63,034	280,993	217,959
136th Dist. Court	65,648	-	65,648	282,919	217,271
172nd Dist. Court	63,744	154	63,898	288,063	224,165
252nd Dist. Court	437,819	-	437,819	1,427,892	990,073
279th Dist. Court	80,172	-	80,172	382,163	301,991
317th Dist. Court	166,590	-	166,590	686,721	520,131
J.P. Pct. 1 Pl 1	77,051	-	77,051	340,389	263,338
J.P. Pct. 1 Pl 2	76,121	88	76,209	340,774	264,565
J.P. Pct. 2	63,133	-	63,133	328,477	265,344
J.P. Pct. 4	73,582	1,670	75,252	345,086	269,834
J.P. Pct. 6	81,073	297	81,370	354,336	272,966
J.P. Pct. 7	72,882	240	73,122	345,341	272,219
J.P. Pct. 8	68,776	-	68,776	354,100	285,324
Cnty. Court at Law 1	101,945	-	101,945	462,464	360,519
Cnty. Court at Law 2	147,345	-	147,345	649,763	502,418
Cnty. Court at Law 3	133,061	-	133,061	613,901	480,840
Court Master	82,500	281	82,781	424,479	341,698

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Three Months Ending December 31, 2013

	October 2012		Cumulative	Annual	Unencumbered
	December	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 42,855	\$ 4,696	\$ 47,551	\$ 250,621	\$ 203,070
Alternative School	73,369	-	73,369	371,870	298,501
Comm. Supervision	39,522	-	39,522	47,601	8,079
Sheriff's Dept.	2,772,184	324,258	3,096,442	12,633,676	9,537,234
Crime Lab	280,790	28,724	309,514	1,239,795	930,281
Jail	5,465,311	366,454	5,831,765	26,951,026	21,119,261
Juvenile Probation	277,766	3,220	280,986	1,523,590	1,242,604
Juvenile Detention	376,623	96,744	473,367	1,993,436	1,520,069
Constable Pct. 1	150,938	3,569	154,507	759,381	604,874
Constable Pct. 2	140,848	5,525	146,373	492,630	346,257
Constable Pct. 4	117,200	99	117,299	447,738	330,439
Constable Pct. 6	112,193	56	112,249	549,693	437,444
Constable Pct. 7	120,062	454	120,516	446,393	325,877
Constable Pct. 8	116,772	-	116,772	449,150	332,378
County Morgue	115,697	12,434	128,111	660,000	531,889
Agriculture Ext.	85,387	3,788	89,175	394,557	305,382
Public Health # 1	249,617	2,229	251,846	1,236,606	984,760
Public Health # 2	237,459	348	237,807	1,181,709	943,902
Nurse Practitioner	66,857	2,111	68,968	314,467	245,499
Child Welfare	38,057	-	38,057	158,900	120,843
Env. Control	77,514	-	77,514	361,356	283,842
Ind. Medical Svcs.	237,569	304,678	542,247	4,906,729	4,364,482
Emergency Mgmt.	46,325	-	46,325	218,916	172,591
Beaumont Maintenance	413,118	416,069	829,187	2,746,831	1,917,644
Port Arthur Maint.	122,878	41,418	164,296	673,253	508,957
Mid-County Maint.	33,118	26,922	60,040	202,964	142,924
Service Center	215,057	367,122	582,179	1,200,245	618,066
Veteran Service	61,233	-	61,233	275,450	214,217
Mosquito Control	611,065	270,760	881,825	2,170,655	1,288,830
Tobacco Settlement	50,000	-	50,000	50,000	-
Debt Service Funds	1,337,992	-	1,337,992	6,139,512	4,801,520
Contingency	-	-	-	344,353	344,353
<b>Total</b>	<b>\$ 24,777,163</b>	<b>\$ 3,717,644</b>	<b>\$ 28,494,807</b>	<b>\$ 120,226,587</b>	<b>\$ 91,731,780</b>

Jefferson County, Texas  
Statement of Bonded Indebtedness  
For The Month Ending December 31, 2013

Issue	Beginning Amount Outstanding	2013-2014 Requirements				2013-2014 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	43,615,000	2,955,000	1,690,000	5,000	4,650,000	-	-	-	-	43,615,000
2013 Refunding Bonds	1,285,000	240,000	53,362	4,000	297,362	-	-	-	-	1,285,000
2011 Refunding Bonds	4,405,000	1,055,000	132,150	5,000	1,192,150	-	-	-	-	4,405,000
	<u>\$ 49,305,000</u>	<u>\$ 4,250,000</u>	<u>\$ 1,875,512</u>	<u>\$ 14,000</u>	<u>\$ 6,139,512</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 49,305,000</u>

Jefferson County, Texas  
Statement of Transfers In and Out

Fund	Transfers In	Transfers Out
120 General Fund	-	648,420 (a)
245 Crime Victim's Clearing	1,736 (a)	-
429 2013 Refunding Bonds	12,946 (a)	-
425 2003B Certificates of Obligation	-	12,946 (a)
550 SETEC Fund	646,684 (a)	-
874 Port Security Grant	8,848 (a)	-
875 Marine Division	-	8,848 (a)
	<u>\$670,214</u>	<u>\$670,214</u>

(a) Budgeted Transfer

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The First Quarter December 31, 2013

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	263.75	\$ 6,106.43
Road & Bridge # 2	711.00	16,174.99
Road & Bridge # 3	607.19	13,253.66
Road & Bridge # 4	29.54	613.96
Engineering	82.27	2,238.76
Tax Assessor/Collector	610.02	12,044.60
Human Resources	0.50	8.18
County Auditor	110.49	2,852.92
County Clerk	403.75	7,816.54
County Judge	82.64	1,968.38
Treasurer	0.01	0.08
Printing	1.00	22.99
Purchasing Department	8.75	168.22
MIS	459.93	11,618.64
Voter Registration	31.39	718.53
Elections Department	149.04	3,214.64
District Attorney	0.09	1.69
District Clerk	13.13	326.03
Criminal District Court	113.88	2,738.18
58th District Court	3.63	112.34
172nd District Court	0.00	0.00
252nd District Court	1.75	42.08
279th District Court	0.01	0.12
Justice of Peace Pct. 1 Pl. 1	66.13	1,523.33
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	26.50	617.11
Justice of Peace Pct. 4	0.01	0.10
Justice of Peace Pct. 6	3.63	80.80
Justice of Peace Pct. 7	57.88	1,172.70
Justice of Peace Pct. 8	8.00	180.10
Court Master	8.75	210.40
ASAP	301.76	8,003.80
Marine Division	3,025.26	91,521.39
Alternative School	47.00	1,261.51
Sheriff's Department	11,108.09	336,697.39
Crime Lab	291.61	9,411.49
Correctional Facility	7,902.04	184,299.16
Juvenile Detention Home	493.87	8,633.76

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The First Quarter December 31, 2013

Department	Cumulative Hours	Current Liability
Juvenile Probation	145.28	\$ 2,904.28
Constable Pct. 1	421.00	12,062.35
Constable Pct. 2	0.01	0.15
Constable Pct. 4	30.25	945.71
Constable Pct. 6	31.21	887.50
Constable Pct. 7	81.92	2,695.57
Constable Pct. 8	64.88	1,661.30
Public Health No. 1	85.32	1,301.68
Public Health No. 2	104.39	1,898.54
Indigent Health	32.00	1,722.26
Mosquito Control	382.88	8,341.05
Maintenance - Beaumont	515.10	10,441.50
Maintenance - Port Arthur	238.50	4,521.01
Maintenance- Mid County	0.00	0.00
Visitors' Center	104.76	1,653.01
Service Center	0.50	11.25
Veterans' Services Office	0.63	12.82
Environmental Control	0.00	0.00
Emergency Management	11.25	308.94
Airport	918.47	17,338.41
Dispute Resolution Center	47.55	750.75
Juvenile Challenge Program	226.90	3,729.36
Juvenile Detention	0.00	0.00
Juvenile Progressive Sanctions	0.00	0.00
Juvenile Enrichment	0.00	0.00
Community Supervision	282.85	6,738.52
Women's Center	689.14	10,180.71
Adult Surveillance Program	0.00	0.00
D.W.I Adult Probation	33.00	900.75
Civil Probation	0.01	0.07
Community Corrections	62.71	1,382.84
Adult Probation Boot Camp	12.75	309.88
Juvenile Special Needs	25.13	425.13
Juvenile Parole Case Aid	0.00	0.00
Drug Diversion	142.34	2,692.92
Juvenile Probation and Detention	8.01	83.09
Mentally Impaired Offender	12.25	294.73
Auto Theft	55.50	1,831.02
Courthouse Security	306.75	8,939.26
<b>Total</b>	<b>32,097.53</b>	<b>\$ 832,621.36</b>
 Comp-Time Liability at 12/31/12	 30,541.47	 \$ 772,708.37

*Gayle W. Botley, CPA*



*Certified Public Accountant*

*Member of AICPA*

*"Supporting Your Financial Growth"*

March 26, 2014

To the Honorable District Judge John B. Stevens, Jr. and  
to the Honorable District Judge Layne Walker  
and Members of the Community Supervision and Corrections  
Department Board of Judges  
Jefferson County, Texas

We have audited the combined financial statements and the combining and individual funds of Jefferson County Community Supervision and Corrections Department (the "Department") for the year ended August 31, 2013, and have issued our report thereon dated March 26, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 24, 2013. Professional standards require that we communicate to you the following information related to our audit.

### **Significant Audit Findings**

#### **Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Department are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended August 31, 2013. We noted no transactions entered into by the Department during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The financial statements disclosures are neutral, consistent, and clear.

#### **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the Department's financial statements taken as a whole.

**Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

**Management Representations**

We have requested certain representations from management that are included in the management representation letter dated March 26, 2014.

**Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Department's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

**Other Audit Findings or Issues**

There were no other audit findings or issues to report.

This information is intended solely for the use of the management, others within the Department, the Jefferson County Community Supervision and Corrections Department and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

A handwritten signature in blue ink that reads "Gayle W. Botley, CPA". The signature is written in a cursive style.

Gayle W. Botley, CPA  
Port Arthur, Texas

**JEFFERSON COUNTY, TEXAS  
SPECIAL PURPOSE FINANCIAL STATEMENTS  
TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
COMMUNITY JUSTICE ASSISTANCE DIVISION**

**AUDITED FINANCIAL STATEMENTS**

**AUGUST 31, 2013**

*Prepared by: Gayle W. Botley, CPA*

**JEFFERSON COUNTY, TEXAS  
SPECIAL PURPOSE FINANCIAL STATEMENTS  
TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
COMMUNITY JUSTICE ASSISTANCE DIVISION FUNDS**

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*Gayle W. Botley, CPA*



*Certified Public Accountant*

*Member of AICPA*

*"Supporting Your Financial Growth"*

**JEFFERSON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDEPENDENT AUDITOR'S REPORT**

To the Honorable District Judge John B. Stevens, Jr. and  
to the Honorable District Judge Layne Walker  
and Members of the Community Supervision and Corrections  
Department Board of Judges  
Jefferson County, Texas

We have audited the accompanying statements of Jefferson County Community Supervision and Corrections Department (CSCD), and the combining and individual funds of Jefferson County Community Supervision and Corrections Department as of and for the year ended August 31, 2013, as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Jefferson County Community Supervision and Corrections Department as of and for the year ended August 31, 2013, in accordance with the financial reporting provisions of the TDCJ-CJAD as described in Note 1.

**Basis of Accounting**

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

**Emphasis of Matter**

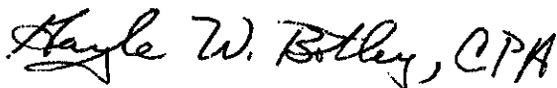
As discussed in Note 1, the financial statement presents the results of operations of Jefferson County Community Supervision and Corrections Department only and is not intended to present fairly the results of operations of Jefferson County in conformity with accounting principles generally accepted in the United States of America.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated March 26, 2014, on our consideration of the CSCD's internal control over financial reporting and on our tests of its compliance with certain laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the CSCD's internal control over financial reporting and compliance.

**Restriction on Use**

This report is intended solely for the information and use of management of Jefferson County Community Supervision and Corrections Department and TDCJ-CJAD and is not intended to be and should not be used by anyone other than these specified parties.



Gayle W. Botley, CPA

Port Arthur, Texas

March 26, 2014

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
COMBINED STATEMENT OF FINANCIAL POSITION  
AUGUST 31, 2013**

	<u>Basic Supervision</u>	<u>Community Corrections</u>	<u>Diversion Programs</u>	<u>Total</u>
<b>ASSETS</b>				
<b>Cash and Investments</b>				
Bank Balances	\$ 502,676.10	\$ 68,298.24	\$ 454,476.87	\$ 1,025,451.21
Petty Cash	300.00	0.00	1,000.00	1,300.00
<b>Total Cash</b>	<u>502,976.10</u>	<u>68,298.24</u>	<u>455,476.87</u>	<u>1,026,751.21</u>
<b>Accounts Receivable</b>				
Accounts Receivable	201,789.27	0.00	32,104.95	233,894.22
Prepaid Salaries and Fringe Benefits	5,499.15	1,165.14	1,121.19	7,785.48
<b>Total Accounts Receivable</b>	<u>207,288.42</u>	<u>1,165.14</u>	<u>33,226.14</u>	<u>241,679.70</u>
<b>Total Assets</b>	<u>\$ 710,264.52</u>	<u>\$ 69,463.38</u>	<u>\$ 488,703.01</u>	<u>\$ 1,268,430.91</u>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities</b>				
Accounts Payable	\$ 172,265.52	\$ 13,417.75	\$ 262,311.97	\$ 447,995.24
Due to Other Funds	0.00	0.00	0.00	0.00
Due to Intergovernmental	0.00	0.00	0.00	0.00
Due TDCJ-CJAD	0.00	56,045.63	226,391.04	282,436.67
<b>Total Liabilities</b>	<u>172,265.52</u>	<u>69,463.38</u>	<u>488,703.01</u>	<u>730,431.91</u>
Fund Balance	<u>537,999.00</u>	<u>0.00</u>	<u>0.00</u>	<u>537,999.00</u>
<b>Total Liabilities and Fund Balance</b>	<u>\$ 710,264.52</u>	<u>\$ 69,463.38</u>	<u>\$ 488,703.01</u>	<u>\$ 1,268,430.91</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**COMBINED STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<b>Basic Supervision</b>	<b>Community Corrections</b>	<b>Diversion Programs</b>	<b>Total</b>
<b>Revenue</b>				
State Aid	\$ 1,255,735.00	\$ 415,792.00	\$ 1,614,976.00	\$ 3,286,503.00
State Aid: SAFFP	72,533.50	0.00	0.00	72,533.50
Community Supervision Fees	1,972,659.44	0.00	0.00	1,972,659.44
Payments by Program Participants	485,947.29	0.00	372,709.28	858,656.57
Interest Income	6,989.05	0.00	0.00	6,989.05
Other Revenue	8,170.66	0.00	26,229.88	34,400.54
Total Revenue	<u>3,802,034.94</u>	<u>415,792.00</u>	<u>2,013,915.16</u>	<u>6,231,742.10</u>
<b>Expenditures</b>				
Salaries and Fringe Benefits	3,370,662.30	347,921.29	1,908,179.96	5,626,763.55
Travel and Furnished Transportation	26,389.99	14,952.63	135,050.38	176,393.00
Contract Services	6,007.03	0.00	11,345.23	17,352.26
Professional Fees	128,985.61	3,119.00	21,606.69	153,711.30
Supplies and Operating Expenses	47,794.61	608.00	171,668.44	220,071.05
Facilities	0.00	0.00	188,728.86	188,728.86
Utilities	8,684.53	2,025.00	45,038.62	55,748.15
Equipment	44,205.84	2,771.92	33,135.23	80,112.99
Total Expenditure	<u>3,632,729.91</u>	<u>371,397.84</u>	<u>2,514,753.41</u>	<u>6,518,881.16</u>
<b>Excess of Revenue Over (Under)</b>				
<b>Expenditures</b>	169,305.03	44,394.16	(500,838.25)	(287,139.06)
<b>Fund Balance - September 1, 2012</b>	573,867.54	11,651.47	522,055.72	1,107,574.73
Prior Period Adjustment	0.00	0.00	0.00	0.00
Interfund Transfer In (Out)	<u>(205,173.57)</u>	<u>0.00</u>	<u>205,173.57</u>	<u>0.00</u>
Fund Balance before Refund to TDCJ-CJAD	537,999.00	56,045.63	226,391.04	820,435.67
Refund Due (or Paid) to TDCJ-CJAD	<u>0.00</u>	<u>(56,045.63)</u>	<u>(226,391.04)</u>	<u>(282,436.67)</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 537,999.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 537,999.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**ALL COMMUNITY CORRECTIONS FUNDS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<b>CC Program CSR</b>	<b>CC Program High Need</b>	<b>Total All CC Program Funds</b>
<b>Revenue</b>			
State Aid	\$ 338,082.00	\$ 77,710.00	\$ 415,792.00
State Aid: SAFFP	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
Total Revenue	<u>338,082.00</u>	<u>77,710.00</u>	<u>415,792.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	287,259.41	60,661.88	347,921.29
Travel and Furnished Transportation	14,005.91	946.72	14,952.63
Contract Services	0.00	0.00	0.00
Professional Fees	2,536.00	583.00	3,119.00
Supplies and Operating Expenses	608.00	0.00	608.00
Facilities	0.00	0.00	0.00
Utilities	2,025.00	0.00	2,025.00
Equipment	2,771.92	0.00	2,771.92
Total Expenditure	<u>309,206.24</u>	<u>62,191.60</u>	<u>371,397.84</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	28,875.76	15,518.40	44,394.16
<b>Fund Balance - September 1, 2012</b>	0.00	11,651.47	11,651.47
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	28,875.76	27,169.87	56,045.63
Refund Due (or Paid) to TDCJ-CJAD	<u>(28,875.76)</u>	<u>(27,169.87)</u>	<u>(56,045.63)</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**ALL DIVERSION PROGRAMS FUNDS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<b>Women's Center</b>	<b>Intervention &amp; Pre-Trial</b>	<b>Mental Health</b>	<b>High Risk</b>	<b>Total All DP Funds</b>
<b>Revenue</b>					
State Aid	\$ 935,252.00	\$ 379,951.00	\$ 135,219.00	\$ 164,554.00	\$ 1,614,976.00
State Aid: SAFFP	0.00	0.00	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00	0.00	0.00
Payments by Program Participants	299,737.96	72,971.32	0.00	0.00	372,709.28
Interest Income	0.00	0.00	0.00	0.00	0.00
Other Revenue	26,193.88	36.00	0.00	0.00	26,229.88
Total Revenue	<u>1,261,183.84</u>	<u>452,958.32</u>	<u>135,219.00</u>	<u>164,554.00</u>	<u>2,013,915.16</u>
<b>Expenditures</b>					
Salaries and Fringe Benefits	994,571.76	537,073.76	114,173.64	262,360.80	1,908,179.96
Travel and Furnished Transportation	117,996.57	9,910.61	2,533.69	4,609.51	135,050.38
Contract Services	11,229.85	115.38	0.00	0.00	11,345.23
Professional Fees	16,509.69	2,849.00	1,014.00	1,234.00	21,606.69
Supplies and Operating Expenses	169,943.95	1,720.09	4.40	0.00	171,668.44
Facilities	188,728.86	0.00	0.00	0.00	188,728.86
Utilities	42,338.62	900.00	1,725.00	75.00	45,038.62
Equipment	31,297.49	1,837.74	0.00	0.00	33,135.23
Total Expenditure	<u>1,572,616.79</u>	<u>554,406.58</u>	<u>119,450.73</u>	<u>268,279.31</u>	<u>2,514,753.41</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(311,432.95)	(101,448.26)	15,768.27	(103,725.31)	(500,838.25)
<b>Fund Balance - September 1, 2012</b>	514,113.48	0.00	7,942.24	0.00	522,055.72
Prior Period Adjustment	0.00	0.00	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	101,448.26	0.00	103,725.31	205,173.57
Fund Balance before Refund to TDCJ-CJAD	202,680.53	0.00	23,710.51	0.00	226,391.04
Refund Due (or Paid) to TDCJ-CJAD	(202,680.53)	0.00	(23,710.51)	0.00	(226,391.04)
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
BASIC SUPERVISION PROGRAM  
FOR THE YEAR ENDING AUGUST 31, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenue</b>			
State Aid	\$1,255,735.00	\$ 1,255,735.00	\$ 0.00
State Aid: SAFPF	80,000.00	72,533.50	(7,466.50)
Community Supervision Fees	1,977,344.00	1,972,659.44	(4,684.56)
Payments by Program Participants	253,200.00	485,947.29	232,747.29
Interest Income	2,000.00	6,989.05	4,989.05
Other Revenue	198,000.00	8,170.66	(189,829.34)
Total Revenue	<u>3,766,279.00</u>	<u>3,802,034.94</u>	<u>35,755.94</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	3,445,433.00	3,370,662.30	74,770.70
Travel and Furnished Transportation	68,000.00	26,389.99	41,610.01
Contract Services	12,000.00	6,007.03	5,992.97
Professional Fees	131,609.00	128,985.61	2,623.39
Supplies and Operating Expenses	285,678.00	47,794.61	237,883.39
Facilities	0.00	0.00	0.00
Utilities	11,960.00	8,684.53	3,275.47
Equipment	100,000.00	44,205.84	55,794.16
Total Expenditure	<u>4,054,680.00</u>	<u>3,632,729.91</u>	<u>421,950.09</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(288,401.00)	169,305.03	457,706.03
<b>Fund Balance - September 1, 2012</b>	573,868.00	573,867.54	(0.46)
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	<u>(285,467.00)</u>	<u>(205,173.57)</u>	<u>80,293.43</u>
Fund Balance before Refund to TDCJ-CJAD	0.00	537,999.00	537,999.00
Refund Due (or Paid) to TDCJ-CJAD	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 537,999.00</u>	<u>\$ 537,999.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
COMMUNITY CORRECTIONS PROGRAM - CSR  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenue</b>			
State Aid	\$ 338,082.00	\$ 338,082.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
Total Revenue	<u>338,082.00</u>	<u>338,082.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	300,627.00	287,259.41	13,367.59
Travel and Furnished Transportation	15,850.00	14,005.91	1,844.09
Contract Services	0.00	0.00	0.00
Professional Fees	2,536.00	2,536.00	0.00
Supplies and Operating Expenses	9,645.00	608.00	9,037.00
Facilities	0.00	0.00	0.00
Utilities	1,800.00	2,025.00	(225.00)
Equipment	7,624.00	2,771.92	4,852.08
Total Expenditure	<u>338,082.00</u>	<u>309,206.24</u>	<u>28,875.76</u>
<b>Excess of Revenue Over (Under)</b>			
<b>Expenditures</b>	0.00	28,875.76	28,875.76
<b>Fund Balance - September 1, 2012</b>	0.00	0.00	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	0.00	28,875.76	28,875.76
Refund Due (or Paid) to TDCJ-CJAD	0.00	(28,875.76)	(28,875.76)
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
COMMUNITY CORRECTIONS PROGRAM - HIGH NEED  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenue</b>			
State Aid	\$ 77,710.00	\$ 77,710.00	\$ 0.00
State Aid: SAFFP	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
Total Revenue	<u>77,710.00</u>	<u>77,710.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	60,382.00	60,661.88	(280)
Travel and Furnished Transportation	1,750.00	946.72	803.28
Contract Services	0.00	0.00	0.00
Professional Fees	583.00	583.00	0.00
Supplies and Operating Expenses	26,646.00	0.00	26,646.00
Facilities	0.00	0.00	0.00
Utilities	0.00	0.00	0.00
Equipment	0.00	0.00	0.00
Total Expenditure	<u>89,361.00</u>	<u>62,191.60</u>	<u>27,169.40</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(11,651.00)	15,518.40	27,169.40
<b>Fund Balance - September 1, 2012</b>	11,651.00	11,651.47	0.47
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	0.00	27,169.87	27,169.87
Refund Due (or Paid) to TDCJ-CJAD	0.00	(27,169.87)	(27,169.87)
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
DIVERSION TARGET PROGRAM - WOMEN'S CENTER  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenue</b>			
State Aid	\$ 935,252.00	\$ 935,252.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	264,535.00	299,737.96	35,202.96
Interest Income	2,000.00	0.00	(2,000.00)
Other Revenue	110,209.00	26,193.88	(84,015.12)
Total Revenue	<u>1,311,996.00</u>	<u>1,261,183.84</u>	<u>(50,812.16)</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	1,132,884.00	994,571.76	138,312.24
Travel and Furnished Transportation	145,000.00	117,996.57	27,003.43
Contract Services	30,260.00	11,229.85	19,030.15
Professional Fees	21,614.00	16,509.69	5,104.31
Supplies and Operating Expenses	183,300.00	169,943.95	13,356.05
Facilities	181,921.00	188,728.86	(6,807.86)
Utilities	52,200.00	42,338.62	9,861.38
Equipment	78,930.00	31,297.49	47,632.51
Total Expenditure	<u>1,826,109.00</u>	<u>1,572,616.79</u>	<u>253,492.21</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(514,113.00)	(311,432.95)	202,680.05
<b>Fund Balance - September 1, 2012</b>	514,113.00	514,113.48	0.48
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	0.00	202,680.53	202,680.53
Refund Due (or Paid) to TDCJ-CJAD	0.00	(202,680.53)	(202,680.53)
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

**DIVERSION TARGET PROGRAM - INTERVENTION AND PRE-TRIAL DIVERSION  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenue</b>			
State Aid	\$ 379,951.00	\$ 379,951.00	\$ 0.00
State Aid: SAFFP	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	80,500.00	72,971.32	(7,528.68)
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	36.00	36.00
Total Revenue	<u>460,451.00</u>	<u>452,958.32</u>	<u>(7,492.68)</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	503,992.00	537,073.76	(33,081.76)
Travel and Furnished Transportation	15,200.00	9,910.61	5,289.39
Contract Services	0.00	115.38	(115.38)
Professional Fees	4,349.00	2,849.00	1,500.00
Supplies and Operating Expenses	6,000.00	1,720.09	4,279.91
Facilities	0.00	0.00	0.00
Utilities	1,650.00	900.00	750.00
Equipment	2,624.00	1,837.74	786.26
Total Expenditure	<u>533,815.00</u>	<u>554,406.58</u>	<u>(20,591.58)</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(73,364.00)	(101,448.26)	(28,084.26)
<b>Fund Balance - September 1, 2012</b>	0.00	0.00	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	73,364.00	101,448.26	28,084.26
Fund Balance before Refund to TDCJ-CJAD	0.00	0.00	0.00
Refund Due (or Paid) to TDCJ-CJAD	0.00	0.00	0.00
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
DIVERSION TARGET PROGRAM - MENTAL HEALTH  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenue</b>			
State Aid	\$ 135,219.00	\$ 135,219.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
Total Revenue	<u>135,219.00</u>	<u>135,219.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	113,248.00	114,173.64	(925.64)
Travel and Furnished Transportation	5,500.00	2,533.69	2,966.31
Contract Services	0.00	0.00	0.00
Professional Fees	5,087.00	1,014.00	4,073.00
Supplies and Operating Expenses	9,584.00	4.40	9,579.60
Facilities	0.00	0.00	0.00
Utilities	1,800.00	1,725.00	75.00
Equipment	0.00	0.00	0.00
Total Expenditure	<u>135,219.00</u>	<u>119,450.73</u>	<u>15,768.27</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	0.00	15,768.27	15,768.27
<b>Fund Balance - September 1, 2012</b>	0.00	7,942.24	7,942.24
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	0.00	23,710.51	23,710.51
Refund Due (or Paid) to TDCJ-CJAD	0.00	(23,710.51)	(23,710.51)
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS**

**INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
DIVERSION TARGET PROGRAM - HIGH RISK CASELOAD  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenue</b>			
State Aid	\$ 164,554.00	\$ 164,554.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
<b>Total Revenue</b>	<u>164,554.00</u>	<u>164,554.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	260,906.00	262,360.80	(1,454.80)
Travel and Furnished Transportation	4,500.00	4,609.51	(109.51)
Contract Services	0.00	0.00	0.00
Professional Fees	934.00	1,234.00	(300.00)
Supplies and Operating Expenses	108.00	0.00	108.00
Facilities	0.00	0.00	0.00
Utilities	0.00	75.00	(75.00)
Equipment	0.00	0.00	0.00
<b>Total Expenditure</b>	<u>266,448.00</u>	<u>268,279.31</u>	<u>(1,831.31)</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(101,894.00)	(103,725.31)	(1,831.31)
<b>Fund Balance - September 1, 2012</b>	0.00	0.00	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	<u>101,894.00</u>	<u>103,725.31</u>	<u>1,831.31</u>
Fund Balance before Refund to TDCJ-CJAD	0.00	0.00	0.00
Refund Due (or Paid) to TDCJ-CJAD	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
NOTES TO THE FINANCIAL STATEMENTS  
AUGUST 31, 2013**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

Jefferson County, Texas, (County) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners' Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney's office, a county sheriff's department, juvenile probation and detention, mosquito control, a library, and other public health and social welfare services.

The financial statements are prepared using the prescribed basis of accounting that demonstrates compliance with Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD) funds financial reporting requirements. The following is a summary of the more significant accounting and reporting policies and practices used by the County.

The accompanying financial statements include the revenue of the Jefferson County Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Community Justice Assistance Division of the Texas Department of Criminal Justice from State Appropriations for the Basic Supervision Fund, Community Corrections Program Funds, Diversion Program Grant Funds, local fees collected for the use of the CSCD, and the expenditure of those funds.

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

**B. Basis of Accounting**

Since the Jefferson County Community Supervision and Corrections Department receives funding from State government, it must comply with requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than generally accepted accounting principles. This comprehensive basis of accounting is not in accordance with generally accepted accounting principles.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of Jefferson County CSCD are organized on the basis of fund accounting. Under fund accounting, each fund is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled. Revenues and expenditures are accounted for using either the cash basis of accounting or the modified accrual basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
NOTES TO FINANCIAL STATEMENTS  
AUGUST 31, 2013**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. Basis of Accounting (Continued)**

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e. earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues received by October 31, 2013 for financial activity performed by August 31, 2013, are considered available. Also purchases for which the commitment has been established by August 31, 2013, are considered liabilities regardless of whether possession of these goods has been received by August 31, provided that the liability purchase is received and is paid by October 31, 2013. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.

**C. Budgets (Accounting and Legal Compliance)**

The budgets governing the funding to the programs are approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the Texas Department of Criminal Justice - Community Justice Assistance Division. Only budget adjustment requests, at year end, received by September 30, 2013 will be reviewed and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept budget adjustments after September 30, 2013 for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD should be referred to in performing the financial audit.

**D. Encumbrance Accounting**

Encumbrance accounting, under which purchases orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is utilized. All encumbrances not liquidated by October 31, 2013 became part of the subsequent year's budget.

**E. Compensated Absences**

There were no compensated absences recorded in these financial statements.

**F. Capital Assets**

Capital assets are not capitalized in the funds used to acquire or construct them. Instead, capital acquisition and construction are reflected as expenditures in governmental funds, and the related assets are reported in government-wide financial statements of Jefferson County. All purchased capital assets are valued at cost where historical records are available and at estimated historical cost where no historical records exist. Donated capital assets are valued at their estimated fair market value when they are received. The County maintains records of capital assets purchased with CJAD grant funds.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
NOTES TO FINANCIAL STATEMENTS  
AUGUST 31, 2013**

**NOTE 2 - FUNDING SOURCES – STATE AID**

**Basic Supervision** - State aid funding sources include basic supervision program funding and pre-sentence investigation. Local funding includes probation fees, payments by program participants and interest.

**Community Corrections (CC) Program Funds:**

**High Need** - Provides a high frequency of contacts with non-residential offenders needing high levels of supervision.

**Community Service Restitution** - Work performed by offenders in fulfillment of their court ordered community service.

**Diversion Target Program Grant:**

**Women’s Center** - To reintegrate the offender into society in a productive and crime free style through successful completion of the program. Additional funding was provided to the CSCD by the State of Texas to change the modality of the Women’s Center from a Restitution Center to a Court Residential Treatment facility during FY 2013.

**Intervention and Pre-Trial Diversion** - To increase safety of battered women; eliminate domestic violence; to hold batterers accountable for their behavior; to teach nonviolent, nonthreatening behavior, and respect in intimate relationships.

**Specialized Caseload - Mental Health** - Identify eligible special needs offenders who can be diverted from incarceration to more cost effective and appropriate treatment alternatives.

**High Medium Risk Caseload** - Supervision of high medium risk offenders in the community.

**NOTE 3 - FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (community supervision fees collected, program participation funds collected, county contributions, donations, interest, commissions, etc.)**

<b>Source</b>	<b>Amount Received</b>	<b>Restrictions for Use</b>	<b>Expended in Accordance Restriction</b>
Community Supervision Fees	\$ 1,972,659	Operating expenses for probation program	Yes
Program Participation Funds	\$ 858,657	Operating expenses for applicable programs	Yes
Interest Income	\$ 6,989	Operating expenses for probation program	Yes
Other Revenue (Laundry, Vending, etc.) - Women’s Center	\$ 34,401	Operating expenses for applicable programs	Yes

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
NOTES TO FINANCIAL STATEMENTS  
AUGUST 31, 2013**

**NOTE 4 - FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE NOT REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (civil fees, victim Restitution funds, federal grants, bond supervision funds, grants from sources other than TDCJ - CJAD, etc.)**

Source	Amount Received	Restrictions for Use	Expended In Accordance With Restriction	Fund Balance at August 31, 2013
Victim Restitution	\$ 427,400	Government Code 76.013, Paid directly to victim within certain timelines	Yes	\$ 12,361
Court Costs	\$ 453,735	Local Government Code, Chapter 113, Sec. 113.022	Yes	\$ 62,239
Civil Fees	\$ 87,137	Operating expenses for civil probation program	Yes	\$ 0
Court Costs	\$ 453,735	Local Government Code, Chapter 113, Sec. 113.022	Yes	\$ 62,239
Family Violence	\$ 1,796	Not used by CSCD, 100% disbursed to County	Yes	\$ 0
Fines	\$ 552,457	Not used by CSCD, 100% disbursed to County	Yes	\$ 269,321
Sex Offender	\$ 3,611	Not used by CSCD, 100% disbursed to County	Yes	\$ 0
Attorney Fees	\$ 66,346	Not used by CSCD, 100% disbursed to County	Yes	\$ 11,419

**NOTE 5 - CASH, PETTY CASH AND INVESTMENTS**

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD. Collection accounts must be transferred to the county treasury within the time frames listed in Local Government Code 113.022. All CSCD funds must be in the county treasury and must be disbursed by the County Treasurer. (Government Code 509.011(c) and Local Government Code 140.003(f)).

The petty cash balance is \$1,300. The cashiers use petty cash for change and other departments purchase miscellaneous office expenses with petty cash. The petty cash account is replenished through the County's purchase order system.

**NOTE 6 - EXCESS OF EXPENDITURES OVER BUDGETS IN INDIVIDUAL PROGRAMS**

There were no excess of expenditures over budget in individual programs.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
NOTES TO FINANCIAL STATEMENTS  
AUGUST 31, 2013**

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**NOTE 7 - ACCOUNTS AND INTERFUND TRANSFERS RECEIVABLE AND PAYABLE AT  
AUGUST 31, 2013**

Short-term advances between funds are accounted for in the appropriate intefund receivable and payable accounts. These receivables and payables are classified as receivables or payables from or to the funds involved.

**NOTE 8 - VENDOR CONTRACTS FOR OFFENDER SERVICES**

There were no vendor contracts and/or payments over \$100,000.

**NOTE 9 - COMMITMENTS AND CONTINGENCIES**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the State of Texas. Any disallowed expenditures or claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time.

**NOTE 10 - PRIOR PERIOD ADJUSTMENTS AND REFUNDS**

There were no prior period adjustments.

**NOTE 11 - OTHER**

There were no other notes to be reported.

**NOTE 12 - SUBSEQUENT EVENTS**

There were no subsequent events to be reported.

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS Sent to TDCJ-CJAD**

**SUPERVISION PROGRAM  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Audit</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>Revenue</b>			
State Aid	\$ 1,255,735.00	\$ 1,255,735.00	\$ 0.00
State Aid: SAFPF	72,533.50	72,533.50	0.00
Community Supervision Fees	1,972,659.44	1,972,659.44	0.00
Payments by Program Participants	485,947.29	485,947.29	0.00
Interest Income	6,989.05	6,989.05	0.00
Other Revenue	8,170.66	8,170.66	0.00
Total Revenue	<u>3,802,034.94</u>	<u>3,802,034.94</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	3,370,662.30	3,370,662.30	0.00
Travel and Furnished Transportation	26,389.99	26,389.99	0.00
Contract Services	6,007.03	6,007.03	0.00
Professional Fees	128,985.61	128,985.61	0.00
Supplies and Operating Expenses	47,794.61	47,794.61	0.00
Facilities	0.00	0.00	0.00
Utilities	8,684.53	8,684.53	0.00
Equipment	44,205.84	44,205.84	0.00
Total Expenditure	<u>3,632,729.91</u>	<u>3,632,729.91</u>	<u>0.00</u>
<b>Excess of Revenue Over (Under)</b>			
<b>Expenditures</b>	169,305.03	169,305.03	0.00
<b>Fund Balance - September 1, 2012</b>	573,867.54	573,867.54	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	<u>(205,173.57)</u>	<u>(205,173.57)</u>	<u>0.00</u>
Fund Balance before Refund to TDCJ-CJAD	537,999.00	537,999.00	0.00
Refund Due (or Paid) to TDCJ-CJAD	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 537,999.00</u>	<u>\$ 537,999.00</u>	<u>\$ 0.00</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
BEAUMONT, TEXAS  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS Sent to TDCJ-CJAD**

**COMMUNITY CORRECTIONS PROGRAM - CSR  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Audit</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>Revenue</b>			
State Aid	\$ 338,082.00	338,082.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
<b>Total Revenue</b>	<u>338,082.00</u>	<u>338,082.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	287,259.41	287,259.41	0.00
Travel and Furnished Transportation	14,005.91	14,005.91	0.00
Contract Services	0.00	0.00	0.00
Professional Fees	2,536.00	2,536.00	0.00
Supplies and Operating Expenses	608.00	608.00	0.00
Facilities	0.00	0.00	0.00
Utilities	2,025.00	2,025.00	0.00
Equipment	2,771.92	2,771.92	0.00
<b>Total Expenditure</b>	<u>309,206.24</u>	<u>309,206.24</u>	<u>0.00</u>
<b>Excess of Revenue Over (Under)</b>			
<b>Expenditures</b>	28,875.76	28,875.76	0.00
<b>Fund Balance - September 1, 2012</b>	0.00	0.00	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	28,875.76	28,875.76	0.00
Refund Due (or Paid) to TDCJ-CJAD	<u>(28,875.76)</u>	<u>(28,875.76)</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS Sent to TDCJ-CJAD**

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**COMMUNITY CORRECTIONS PROGRAM - HIGH NEED  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Audit</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>Revenue</b>			
State Aid	\$ 77,710.00	\$ 77,710.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
Total Revenue	<u>77,710.00</u>	<u>77,710.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	60,661.88	60,661.88	0.00
Travel and Furnished Transportation	946.72	946.72	0.00
Contract Services	0.00	0.00	0.00
Professional Fees	583.00	583.00	0.00
Supplies and Operating Expenses	0.00	0.00	0.00
Facilities	0.00	0.00	0.00
Utilities	0.00	0.00	0.00
Equipment	0.00	0.00	0.00
Total Expenditure	<u>62,191.60</u>	<u>62,191.60</u>	<u>0.00</u>
<b>Excess of Revenue Over (Under)</b>			
<b>Expenditures</b>	15,518.40	15,518.40	0.00
<b>Fund Balance - September 1, 2012</b>	11,651.47	11,651.47	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	27,169.87	27,169.87	0.00
Refund Due (or Paid) to TDCJ-CJAD	<u>(27,169.87)</u>	<u>(27,169.87)</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS Sent to TDCJ-CJAD**

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**~~DIVERSION TARGET PROGRAM - WOMEN'S CENTER~~  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Audit</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>Revenue</b>			
State Aid	\$ 935,252.00	\$ 935,252.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	299,737.96	299,737.96	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	26,193.88	26,193.88	0.00
Total Revenue	<u>1,261,183.84</u>	<u>1,261,183.84</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	994,571.76	994,571.76	0.00
Travel and Furnished Transportation	117,996.57	117,996.57	0.00
Contract Services	11,229.85	11,229.85	0.00
Professional Fees	16,509.69	16,509.69	0.00
Supplies and Operating Expenses	169,943.95	169,943.95	0.00
Facilities	188,728.86	188,728.86	0.00
Utilities	42,338.62	42,338.62	0.00
Equipment	31,297.49	31,297.49	0.00
Total Expenditure	<u>1,572,616.79</u>	<u>1,572,616.79</u>	<u>0.00</u>
<b>Excess of Revenue Over (Under)</b>			
<b>Expenditures</b>	(311,432.95)	(311,432.95)	0.00
<b>Fund Balance - September 1, 2012</b>	514,113.48	514,113.48	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	202,680.53	202,680.53	0.00
Refund Due (or Paid) to TDCJ-CJAD	<u>(202,680.53)</u>	<u>(202,680.53)</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS Sent to TDCJ-CJAD**

**~~DIVERSION TARGET PROGRAM - INTERVENTION AND PRE-TRIAL DIVERSION~~  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Audit</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>Revenue</b>			
State Aid	\$ 379,951.00	\$ 379,951.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	72,971.32	72,971.32	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	36.00	36.00	0.00
<b>Total Revenue</b>	<u>452,958.32</u>	<u>452,958.32</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	537,073.76	537,073.76	0.00
Travel and Furnished Transportation	9,910.61	9,910.61	0.00
Contract Services	115.38	115.38	0.00
Professional Fees	2,849.00	2,849.00	0.00
Supplies and Operating Expenses	1,720.09	1,720.09	0.00
Facilities	0.00	0.00	0.00
Utilities	900.00	900.00	0.00
Equipment	1,837.74	1,837.74	0.00
<b>Total Expenditure</b>	<u>554,406.58</u>	<u>554,406.58</u>	<u>0.00</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(101,448.26)	(101,448.26)	0.00
<b>Fund Balance - September 1, 2012</b>	0.00	0.00	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	101,448.26	101,448.26	0.00
Fund Balance before Refund to TDCJ-CJAD	0.00	0.00	0.00
Refund Due (or Paid) to TDCJ-CJAD	0.00	0.00	0.00
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS Sent to TDCJ-CJAD**

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**~~DIVERSION TARGET PROGRAM - MENTAL HEALTH~~  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Audit</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>Revenue</b>			
State Aid	\$ 135,219.00	\$ 135,219.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
Total Revenue	<u>135,219.00</u>	<u>135,219.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	114,173.64	114,173.64	0.00
Travel and Furnished Transportation	2,533.69	2,533.69	0.00
Contract Services	0.00	0.00	0.00
Professional Fees	1,014.00	1,014.00	0.00
Supplies and Operating Expenses	4.40	4.40	0.00
Facilities	0.00	0.00	0.00
Utilities	1,725.00	1,725.00	0.00
Equipment	0.00	0.00	0.00
Total Expenditure	<u>119,450.73</u>	<u>119,450.73</u>	<u>0.00</u>
<b>Excess of Revenue Over (Under)</b>			
<b>Expenditures</b>	15,768.27	15,768.27	0.00
<b>Fund Balance - September 1, 2012</b>	7,942.24	7,942.24	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	0.00	0.00	0.00
Fund Balance before Refund to TDCJ-CJAD	23,710.51	23,710.51	0.00
Refund Due (or Paid) to TDCJ-CJAD	<u>(23,710.51)</u>	<u>(23,710.51)</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
SCHEDULE OF DIFFERENCES BETWEEN  
AUDIT REPORT AND CSCD REPORTS Sent to TDCJ-CJAD  
~~DIVERSION TARGET PROGRAM - HIGH RISK CASELOAD~~  
FOR THE YEAR ENDED AUGUST 31, 2013**

	<u>Audit</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
<b>Revenue</b>			
State Aid	\$ 164,554.00	\$ 164,554.00	\$ 0.00
State Aid: SAFPF	0.00	0.00	0.00
Community Supervision Fees	0.00	0.00	0.00
Payments by Program Participants	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
Other Revenue	0.00	0.00	0.00
Total Revenue	<u>164,554.00</u>	<u>164,554.00</u>	<u>0.00</u>
<b>Expenditures</b>			
Salaries and Fringe Benefits	262,360.80	262,360.80	0.00
Travel and Furnished Transportation	4,609.51	4,609.51	0.00
Contract Services	0.00	0.00	0.00
Professional Fees	1,234.00	1,234.00	0.00
Supplies and Operating Expenses	0.00	0.00	0.00
Facilities	0.00	0.00	0.00
Utilities	75.00	75.00	0.00
Equipment	0.00	0.00	0.00
Total Expenditure	<u>268,279.31</u>	<u>268,279.31</u>	<u>0.00</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(103,725.31)	(103,725.31)	0.00
<b>Fund Balance - September 1, 2012</b>	0.00	0.00	0.00
Prior Period Adjustment	0.00	0.00	0.00
Interfund Transfer In (Out)	<u>103,725.31</u>	<u>103,725.31</u>	<u>0.00</u>
Fund Balance before Refund to TDCJ-CJAD	0.00	0.00	0.00
Refund Due (or Paid) to TDCJ-CJAD	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Fund Balance - August 31, 2013</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

Gayle W. Botley, CPA



Certified Public Accountant

Member of AICPA

"Supporting Your Financial Growth"

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

**Jefferson County Community Supervision and Corrections Department  
Beaumont, Texas**

To the Honorable District Judge John B. Stevens, Jr. and  
to the Honorable District Judge Layne Walker  
and Members of the Community Supervision and Corrections  
Department Board of Judges  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Jefferson County Community Supervision and Corrections Department, and have issued our report thereon dated March 26, 2014.

**Internal Control Over Financial Reporting**

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

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

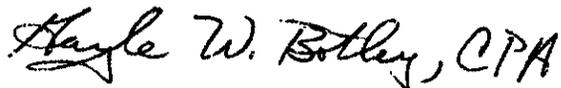
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during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

**Compliance and Other Matters**

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

**Purpose of this report**

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



Gayle W. Botley, CPA

Port Arthur, Texas

March 26, 2014

**JEFFERSON COUNTY COMMUNITY SUPERVISION  
AND CORRECTIONS DEPARTMENT  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED AUGUST 31, 2013**

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There were no findings and questioned costs.

### Fiscal Year 2013 TDCJ-CJAD Compliance Checklist

Indicate whether these compliance requirements have been met by answering "Yes", "No", or "NA" (Not Applicable): (Note: The first sixteen (16) checklist items are to be answered "Yes" or "No" only.)

Yes	No	N/A	
<u>X</u>	<u>      </u>	<u>      </u>	Is separate accountability maintained for TDCJ-CJAD funds; i.e., fund accounting? If not, explain in the Notes to the Financial Statements or in the Schedule of findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are Revenues and Expenditures reported to TDCJ-CJAD in agreement with, or reconcilable to, the funding recipient's accounting records and with audited expenditures in each budget category? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are TDCJ-CJAD funds and locally generated revenues expended in accordance with the <i>Financial Management Manual for TDCJ-CJAD Funding (FMM)</i> , TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are proper cutoff procedures observed at the end of each fiscal period? The cutoff date for revenues recognition and expenditures payments for FY 2013 is October 31, 2013.
<u>X</u>	<u>      </u>	<u>      </u>	Is the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are TDCJ-CJAD funds not used to pay judges' salaries (unless specifically approved by TDCJ-CJAD in a Program Budget; i.e., DWI Courts), community justice council members' salaries, or other court-related expenses? If any of these salaries are paid, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are expenditures and revenues supported by adequate documentation? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are all employees with access to funds covered by a surety bond? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Do purchases adhere to the requirements of the <u>Vernon's Texas Codes Annotated Local Government Code</u> , Section 262.023, regarding competitive bids? ( <i>FMM</i> Pages 35-36) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

**Fiscal Year 2013 TDCJ-CJAD Compliance Checklist (Continued)**

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
<u>X</u>	<u>      </u>	<u>      </u>	Does the CSCD have an existing policy on budget approval, operate by the policy, and the policy has been approved in an open meeting by the judges charged with oversight of the CSCD (Government Code, Section 76.002, and the <i>Financial Management Manual for TDCJ-CJAD Funding (FMM Pages 8-10)</i> ). If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are all of the CSCD's funds and collections deposited in the county treasury within the time period required by Local Government Code 113.022 and disbursed by the county treasurer on behalf of the CSCD? ( <i>FMM Pages 7-8; Government Code, Section 509.011; Local Government Code, Section 140.003 (f); and Attorney General's Opinion DM-257, dated September 15, 1993</i> ) If not, explain in the Notes to the Financial Statements and include in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Did the Fiscal Officer follow the applicable laws, guidelines, and duties as specified on Pages 31-35 of the <i>Financial Management Manual for TDCJ-CJAD Funding</i> ? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Were purchasing laws followed as directed in accordance with the same procedures applicable to a county? (Texas Local Government Code 140.003 and Chapter 262, <i>FMM Pages 35-36</i> ) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Were there no instances of fraud, non-compliance, waste, or abuse noted by the auditor (Chapter 4, Item 4.25, <i>Government Auditing Standards</i> )? If no, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to bank deposits and statements? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Is equipment physically inventoried and adequately supported with an inventory form?
<u>      </u>	<u>      </u>	<u>X</u>	Was an explanation given in the Schedule of Differences for any changes made to Revenues and Expenditures as reported to TDCJ-CJAD? If not, explain in the Notes to the Financial statements or in the Schedule of Findings and Questioned Costs.
<u>      </u>	<u>      </u>	<u>X</u>	Are expenditures that benefit both juveniles and adults prorated on an equitable basis? Is determination of the method of prorating such expenditures supported by adequate documentation? ( <i>FMM Page 26</i> ) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. The CSCD is to provide a copy of the FY 2013 Time Study to TDCJ-CJAD along with the audit report.

**Fiscal Year 2013 TDCJ-CJAD Compliance Checklist (Continued)**

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
<u>X</u>	<u>      </u>	<u>      </u>	If the CSCD determines that an increase or decrease in revenue or expenditures is required, were budget adjustments submitted to TDCJ-CJAD, by <b>September 30, 2013</b> , and in accordance with the <i>Financial Management Manual for TDCJ-CJAD Funding?</i> (FMM Pages 8-10) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are idle funds, if any invested? (FMM Page 7) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are all non-TDCJ-CJAD funds program fees expended in accordance with applicable limitations, i.e., civil fees, Federal grants, bond fees, etc.? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Is surplus equipment disposed of in accordance with TDCJ-CJAD guidelines? (FMM Page 24) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are Victim Restitution Funds accounted for in accordance with <u>Vernon's Texas Codes Annotated Government Code</u> , Section 76.013, and are unclaimed funds tracked for the required five-year period prior to sending to the State Comptroller (FMM Page 28) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Have TDCJ-CJAD policies regarding contracts with vendors been followed, which includes maintaining a Contract Monitoring Plan (policy) to monitor vendor payments and compliance with contracts? (CMM and Pages 10-11 of these Guidelines) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Does the CSCD have a policy regarding eligibility for employee salary merit increases, if merit or one-time increases are given? (FMM Page 46) If such increases are given without a written policy, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	If the CSCD allows offenders to pay a fee to a local food bank in lieu of performing community service restitution (CSR) work hours, does the CSCD have a written CSR Policy stating this fact? (TDCJ-CJAD Policy Statement No. CJAD-PS-08) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are petty cash funds authorized by the county auditor or fiscal officer? (FMM, Pages 7-8, 20 and 34) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

**Fiscal Year 2013 TDCJ-CJAD Compliance Checklist (Continued)**

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
<u>X</u>	<u>      </u>	<u>      </u>	Are petty cash funds used only for specific purposes for allowable items as listed in the <i>Financial Management Manual for TDCJ-CJAD Funding</i> and expended only for emergency situations authorized by a written policy and approved by the CSCD director? ( <i>FMM</i> , Pages 7-8, 20 and 34) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are items that can reasonable be secured through the purchasing system not purchased from petty cash? ( <i>FMM</i> , Pages 7-8 and 20) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Are Personal Bond, Surety Bond, Bail and Certain Other Supervision expenses relating to CSCD employees supervising these cases paid from the administrative fees set in Article 76.015 (c) of the Government Code, as amended; i.e., salaries, fringe benefits, travel, supplies, equipment, etc., paid from these fees? Are these expenses not being paid from state funds, including local fee collections, which are in the TDCJ-CJAD budgets? If a CSCD employee (or more than one employee whose cumulative time is not over 10% of one full-time equivalent position) spends no more than 10% of his/her time on the Bond/Other Supervision Program activities, separation of expenses is considered immaterial and is not required. However, all revenue generated from bond supervision fees must be accounted for separately in a local budget. Is this being properly captured? ( <i>FMM</i> Pages 20-21 and TDCJ-CJAD Policy Statement No. CJAD-PS-09) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program. Was cash matching properly authorized, budgeted, and expended? ( <i>FMM</i> Pages 21-22) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	The Texas Code of Criminal Procedure, Article 42.12, Section 19(e) requires as a condition of probation that certain sex offenders pay \$5.00 per month per convicted offense during the period of supervision. These fees are in addition of court costs or any other fee imposed on the offender as court ordered. Are these fees collected and accounted for by the CSCD and remitted to the State Comptroller? ( <i>FMM</i> Page 27) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

**Fiscal Year 2013 TDCJ-CJAD Compliance Checklist (Continued)**

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
<u>X</u>	<u>      </u>	<u>      </u>	Article 42.12, Section 11(a) (18), Code of Criminal Procedure authorizes the court to order a defendant, as a condition of community supervision, to reimburse the Crime Victim's Compensation Fund for any amounts paid from that fund to a victim of the defendant's offense or, if no reimbursement is required, make one payment to the fund in an amount not to exceed \$50 if the offense is a misdemeanor or not to exceed \$100 if the offense is a felony. If these fees were collected, were they remitted to the State Comptroller in compliance with the timelines outlined by the State Comptroller's Office? ( <i>FMM</i> Pages 28-29) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Were pretrial intervention fees properly collected and accounted for? ( <i>FMM</i> Pages 28-29, Government Code, Section 76.015 (c), Texas Code of Criminal Procedure, Article 102.012) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Is there proper identification on motor vehicles that are issued except license plates? ( <i>FMM</i> Pages 29-30, Transportation Code, Chapter 721) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Is the transactions' administrative fee, if collected, accounted for on a consistent basis? ( <i>FMM</i> Page 30) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	If there were negative fund balances in programs at fiscal year end, were they covered by interfund transfers as described in the <i>Financial Management Manual</i> ? ( <i>FMM</i> Pages 33-34) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.
<u>X</u>	<u>      </u>	<u>      </u>	Do action plans exist for all significant findings from previous audits, and are action plans current? (Chapter 4, Item 4.05, <i>Government Auditing Standards</i> ) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JEFFERSON CTY. TAX DEPARTMENT	9,363.84	392458	9,363.84**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	1,543.32	392420	
AUTOMATIC PUMP AND EQUIP., INC.	80.00	392421	
CARQUEST AUTO PARTS # 96	306.79	392428	
RB EVERETT & COMPANY, INC.	1,107.00	392439	
JEFFERSON CTY. TAX DEPARTMENT	8,711.57	392458	
M&D SUPPLY	28.30	392467	
MUNRO'S	31.45	392475	
SOUTHEAST TEXAS WATER	14.00	392498	
TRI-CON, INC.	6,752.86	392516	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	392520	
KNIFE RIVER	216.44	392584	
GOLDEN TRIANGLE GLASS CO	319.34	392602	19,173.61**
ROAD & BRIDGE PCT.#2			
ENTERGY	563.66	392444	
JEFFERSON CTY. TAX DEPARTMENT	10,008.05	392458	
AT&T	88.20	392503	10,659.91**
ROAD & BRIDGE PCT. # 3			
JEFFERSON CTY. TAX DEPARTMENT	15,897.55	392458	
WALMART COMMUNITY BRC	60.51	392541	15,958.06**
ROAD & BRIDGE PCT.#4			
HILO / O'REILLY AUTO PARTS	46.98	392413	
SPIDLE & SPIDLE	463.53	392415	
BRANCE KRACHY CO., INC.	72.45	392425	
ENTERGY	22.86	392444	
JEFFERSON CTY. TAX DEPARTMENT	9,314.48	392458	
CASH ADVANCE ACCOUNT	321.12	392460	
M&D SUPPLY	305.59	392467	
SMART'S TRUCK & TRAILER, INC.	429.33	392497	
UNITED STATES POSTAL SERVICE	7.56	392543	
INTERSTATE ALL BATTERY CENTER - BMT	102.80	392596	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	39.98	392653	11,126.68**
ENGINEERING FUND			
JEFFERSON CTY. TAX DEPARTMENT	26,310.83	392458	26,310.83**
PARKS & RECREATION			
ENTERGY	54.00	392444	
JEFFERSON CTY. TAX DEPARTMENT	3,851.75	392458	
ULTIMATE OFFICE SOLUTIONS INC	250.42	392658	4,156.17**
GENERAL FUND			
JEFFERSON CTY. TAX DEPARTMENT	2,421,738.98	392458	2,421,738.98*
TAX OFFICE			
ACE IMAGEWEAR	41.38	392495	
SOUTHEAST TEXAS WATER	159.45	392500	
SOUTHEAST TEXAS WATER	47.50	392501	
SOUTHEAST TEXAS WATER	42.00	392502	
UNITED STATES POSTAL SERVICE	1,107.06	392543	
UNITED STATES POSTAL SERVICE	7.32	392544	1,404.71*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	750.00	392474	
PRE CHECK, INC.	289.50	392536	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.03	392543	1,041.53*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	141.33	392543	141.33*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	1,485.80	392529	2,413.37*
UNITED STATES POSTAL SERVICE	305.12	392543	
UNITED STATES POSTAL SERVICE	55.45	392544	
CANON FINANCIAL SERVICES INC	567.00	392637	
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	600.00	392441	1,050.00*
MICKEY LIN WASHINGTON	450.00	392661	
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.29	392543	1.29*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	180.00	392460	1,151.41*
TAC - TEXAS ASSN. OF COUNTIES	450.00	392508	
UNITED STATES POSTAL SERVICE	212.41	392543	
LEXISNEXIS- ACCURINT	120.00	392600	
CANON FINANCIAL SERVICES INC	189.00	392637	
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	473.25	392478	972.25*
CIT TECHNOLOGY FINANCING SERVICE	499.00	392588	
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	252.28	392437	987.55*
PORT ARTHUR NEWS, INC.	706.50	392485	
UNITED STATES POSTAL SERVICE	28.77	392543	
GENERAL SERVICES			
JEFFERSON CTY. TREASURER - GENERAL	20.00	392459	7,602.66*
CASH ADVANCE ACCOUNT	1,455.00	392460	
OLMSTED-KIRK PAPER	338.00	392478	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	392513	
VERIZON WIRELESS	303.92	392537	
TOWER COMMUNICATIONS, INC.	2,435.00	392540	
LEXISNEXIS- ACCURINT	120.00	392600	
DYNAMEX INC	230.74	392646	
DATA PROCESSING			
IP SWITCH, INC.	4,414.75	392419	
TIGER DIRECT.COM	61.89	392592	4,716.64*
LEXISNEXIS- ACCURINT	240.00	392600	
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	148.97	392543	148.97*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	442.48	392460	887.49*
ELECTION SYSTEMS & SOFTWARE, INC.	76.70	392533	
WALMART COMMUNITY BRC	101.32	392541	
UNITED STATES POSTAL SERVICE	30.00	392543	
A. RIFKIN COMPANY	236.99	392564	
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	811.44	392460	

NAME	AMOUNT	CHECK NO.	TOTAL
STATE BAR OF TEXAS	120.00	392505	
TDCAA BOOK ORDERS	64.00	392509	
UNITED STATES POSTAL SERVICE	234.75	392543	
UNITED STATES POSTAL SERVICE	5.14	392544	
MCM ELEGANTE HOTEL	195.50	392570	
LEXISNEXIS- ACCURINT	480.00	392600	
FILE & SERVE XPRESS LLC	35.00	392634	1,945.83*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	102.38	392543	102.38*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK, P.C.	2,100.00	392426	
LEAH HAYES	2,861.50	392447	
RENE MULHOLLAND	140.65	392518	
UNITED STATES POSTAL SERVICE	.81	392543	
JAMES R. MAKIN, P.C.	8,107.81	392610	13,210.77*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	392543	.41*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	392423	
THOMAS J. BURBANK, P.C.	250.00	392426	
BRACK JONES JR.	8,333.33	392525	
UNITED STATES POSTAL SERVICE	232.34	392543	
SHEIGH SUMMERLIN	8,333.33	392573	
SUMMER TANNER	22.75	392580	
RYAN GERTZ	800.00	392603	
SOUTHEAST TEXAS PSYCHIATRY PA	1,785.00	392613	
CANON FINANCIAL SERVICES INC	249.00	392637	20,255.75*
279TH DISTRICT COURT			
CATHERINE BRUNEY	1,075.00	392451	
KEVIN PAULA SEKALY PC	1,050.00	392494	
KEVIN S. LAINE	325.00	392527	
CHARLES ROJAS	325.00	392531	
UNITED STATES POSTAL SERVICE	.41	392543	
JOEL WEBB VAZQUEZ	500.00	392563	
TONYA CONNELL TOUPS	500.00	392587	
JONATHAN L. STOVALL	650.00	392608	
BRYAN E MCEACHERN PC	500.00	392648	
MATUSKA LAW FIRM	500.00	392657	5,425.41*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	392543	
JUDY PAASCH	2,233.33	392567	2,233.81*
JUSTICE COURT-PCT 1 PL 1			
KIRKSEY'S SPRINT PRINTING	68.00	392464	
UNITED STATES POSTAL SERVICE	16.49	392543	
LEXISNEXIS- ACCURINT	120.00	392600	204.49*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	360.86	392460	
UNITED STATES POSTAL SERVICE	26.39	392543	
LEXISNEXIS- ACCURINT	120.00	392600	507.25*
JUSTICE COURT-PCT 2			
LEXISNEXIS- ACCURINT	120.00	392600	120.00*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	120.00	392600	120.00*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	426.66	392460	
UNITED STATES POSTAL SERVICE	52.30	392543	
LEXISNEXIS- ACCURINT	120.00	392600	598.96*
JUSTICE COURT-PCT 7			
CASH ADVANCE ACCOUNT	741.41	392460	
LEXISNEXIS- ACCURINT	120.00	392600	861.41*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	236.99	392544	
LEXISNEXIS- ACCURINT	120.00	392600	356.99*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.62	392543	
LEXIS-NEXIS	45.00	392545	46.62*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	12.18	392543	
LEXISNEXIS- ACCURINT	60.00	392600	
RYAN GERTZ	250.00	392603	
MITCH ADAMS ATTORNEY AT LAW	250.00	392641	572.18*
COUNTY COURT AT LAW NO. 3			
HERBERT L. JAMISON & CO.	1,727.93	392453	
NATHAN REYNOLDS, JR.	250.00	392488	
UNITED STATES POSTAL SERVICE	25.98	392543	
LEXISNEXIS- ACCURINT	60.00	392600	2,063.91*
COURT MASTER			
JUDGE LARRY GIST	2,507.92	392440	
OFFICE DEPOT	56.14	392477	
UNITED STATES POSTAL SERVICE	2.41	392543	2,566.47*
MEDIATION CENTER			
MARKET BASKET	238.22	392469	
JASON'S DELI	244.84	392534	
UNITED STATES POSTAL SERVICE	11.37	392543	494.43*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	218.00	392438	
ENTERGY	938.44	392444	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,456.00	392454	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	688.00	392455	
AT&T	117.80	392503	
ZEE MEDICAL SERVICE	182.84	392523	
UNITED STATES POSTAL SERVICE	739.27	392543	
FIVE STAR FEED	56.25	392560	
CODE BLUE	1,765.00	392562	
XM SATELLITE RADIO	597.89	392569	6,759.49*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	229.25	392418	
SOUTHEAST TEXAS WATER	49.95	392498	
WASTE MGT. GOLDEN TRIANGLE, INC.	195.00	392520	
WALMART COMMUNITY BRC	1,149.43	392541	
TECHSCAN INC	360.00	392572	
MYSTAIRE MISONIZ	2,277.38	392622	4,261.01*
JAIL - NO. 2			
BEAUMONT TRACTOR COMPANY	44.04	392424	
CITY OF BEAUMONT - WATER DEPT.	16.00	392430	
COBURN'S, BEAUMONT BOWIE (1)	125.44	392432	
W.W. GRAINGER, INC.	90.92	392442	

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	42,905.29	392444	
HERNANDEZ OFFICE SUPPLY, INC.	116.24	392448	
HERTZ CORPORATION	126.65	392449	
HYGEIA CHEMICAL CO.	488.85	392452	
JOHNSON SUPPLY	31.80	392461	
M&D SUPPLY	9.35	392467	
MCNEILL INSURANCE AGENCY	71.00	392470	
FRED MILLER STORES	395.40	392471	
MOORE SUPPLY, INC.	519.76	392473	
PETTY CASH - SHERIFF'S OFFICE	801.20	392482	
SCOOTER'S LAWNMOWERS	51.18	392492	
SCOTT EQUIPMENT, INC.	58.51	392493	
SHERWIN-WILLIAMS	91.63	392496	
STAR GRAPHICS COPIERS, INC.	309.28	392504	
SUTHERLAND LUMBER CO.	14.98	392507	
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	392520	
WILLBANKS & ASSOCIATES	961.74	392522	
SUPERIOR SUPPLY & STEEL	340.00	392535	
LOWE'S HOME CENTERS, INC.	10.23	392552	
MITSUBISHI HEAVY INDUSTRIES AMERICA	200.00	392575	
WORLD FUEL SERVICES	3,657.32	392598	
FIVE STAR CORRECTIONAL SERVICE	17,557.11	392604	
KROPP HOLDINGS INC	239.74	392642	
JUVENILE PROBATION DEPT.			69,364.16*
ELAINE MADOLE	91.28	392468	
LARONDA TURNER	82.32	392480	
UNITED STATES POSTAL SERVICE	27.04	392543	
SHANNA CITIZEN	359.38	392555	
TENNILLE DAW	398.72	392558	
LATASHA DILL	58.80	392571	
LYNN BIERHALTER	40.88	392574	
RASHUNDA FLETCHER	141.68	392589	
CLINTON DEROUEN	121.52	392624	
WILBERT PIERRE	95.20	392626	
WHITNEY SONNIER	114.24	392647	
JOSH CUYOS	12.88	392659	
JUVENILE DETENTION HOME			1,543.94*
ENTERGY	6,679.07	392444	
KINDRA, DBA J&R SERVICES	1,318.00	392463	
OAK FARM DAIRY	320.40	392526	
HANDLE WITH CARE BEHAVIOR	400.00	392548	
FLOWERS FOODS	128.51	392561	
VANSHECA SANDERS-CHEVIS	900.00	392583	
BROTHERS PRODUCE	110.55	392620	
CONSTABLE PCT 1			9,856.53*
UNITED STATES POSTAL SERVICE	245.43	392543	
TASER INTERNATIONAL	855.95	392566	
NATIONAL CONSTABLES ASSOCIATION	60.00	392593	
LEXISNEXIS- ACCURINT	120.00	392600	
COLEY "NICK" SALEME	226.11	392655	
CONSTABLE-PCT 2			1,507.49*
POSTMASTER	266.00	392486	
LEXISNEXIS- ACCURINT	120.00	392600	
CONSTABLE-PCT 4			386.00*
LEXISNEXIS- ACCURINT	120.00	392600	
CONSTABLE-PCT 6			120.00*
UNITED STATES POSTAL SERVICE	26.53	392543	
LEXISNEXIS- ACCURINT	120.00	392600	
CONSTABLE PCT. 7			146.53*

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	120.00	392600	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	46.72	392650	
CONSTABLE PCT. 8			166.72*
TASER INTERNATIONAL	99.16	392566	
LEXISNEXIS- ACCURINT	120.00	392600	
COUNTY MORGUE			219.16*
BJ TRANSPORT SERVICE, INC.	9,583.33	392422	
FMMS HOLDINGS OF TEXAS LLC	54,400.00	392625	
HEALTH AND WELFARE NO. 1			63,983.33*
CLAYBAR FUNERAL HOME, INC.	3,000.00	392431	
PETTY CASH - N C WELFARE	85.75	392483	
AUSTIN CECIL WALKES MD PA	2,932.58	392519	
UNITED STATES POSTAL SERVICE	88.67	392543	
RACHEL DRAGULSKI	42.22	392554	
CONNIE M ROBERTS	53.56	392579	
LEXISNEXIS- ACCURINT	120.00	392600	
HEALTH AND WELFARE NO. 2			6,322.78*
O.W. COLLINS APARTMENTS	196.05	392433	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	392443	
LEVINGSTON FUNERAL HOME	1,500.00	392466	
MOODY-HARRIS FUNERAL HOME	1,500.00	392472	
PHYSICIAN SALES & SERVICE, INC.	138.57	392484	
AUSTIN CECIL WALKES MD PA	2,932.58	392519	
UNITED STATES POSTAL SERVICE	370.97	392544	
LEXISNEXIS- ACCURINT	120.00	392600	
CHILD WELFARE UNIT			8,258.17*
DISA, INC.	263.00	392436	
BEAUMONT OCCUPATIONAL SERVICE, INC.	672.00	392549	
J.C. PENNEY'S	1,791.90	392550	
SEARS COMMERICAL CREDIT	884.94	392551	
KEYANA HAILEY PAYEE	20.00	392557	
TYMIR WILSON PAYEE	20.00	392576	
CHUMARI WILSON PAYEE	20.00	392577	
TAYLOR SAVOY PAYEE	20.00	392581	
TYLER SAVOY PAYEE	20.00	392582	
DEVIN KASPAR	20.00	392585	
J'LYNN HENDRIX	20.00	392595	
SIDNEY SCYPION	20.00	392601	
JAYLISHA ARDOIN	20.00	392605	
DIAMOND DELFIERRO PAYEE	20.00	392609	
KRISTIN SIMONS PAYEE	20.00	392612	
ANTHONY DISOMBA PAYEE	20.00	392615	
AARON VINSON	50.00	392617	
CONNOR BELDEN	20.00	392618	
WILLIAM GILBERT	20.00	392619	
ALYJAH HALEY	20.00	392621	
RHONDA PRUDHOMME	50.00	392623	
BETTY PRICE	20.00	392627	
LAFRONIA BATISTE	20.00	392628	
TOKEBA HUGHEY PAYEE	20.00	392629	
DE'ANDRE HUGHEY	20.00	392630	
MENOSHA MILES PAYEE	20.00	392632	
ROBIN FRANK PAYEE	40.00	392633	
ARIANNA HALEY	50.00	392635	
QUINN DIXON PAYEE	20.00	392636	
BRANDY ALLEN PAYEE	15.00	392638	
TA'NAY SMITH PAYEE	15.00	392639	
ERNESTO MIRANDA PAYEE	20.00	392643	
DAISY MIRELES PAYEE	20.00	392644	
DESIREE WILLIAMS PAYEE	20.00	392645	
TAMIA GOODMAN PAYEE	20.00	392649	
ABBIE BLANDFORD	20.00	392654	
EMEREE T MCCRARY	15.00	392663	

NAME	AMOUNT	CHECK NO.	TOTAL
BRYCE GREEN	15.00	392664	
BRANDON ALLEN PAYEE	15.00	392665	
ASHANTI M MCCRAY	50.00	392666	
FATIMA ZAVALA	50.00	392667	
MIA M MARSIGLIA	15.00	392668	
RAVIN HARVEY PAYEE	15.00	392669	
TYRE A WELLS	15.00	392670	
ENVIRONMENTAL CONTROL			4,541.84*
CANON FINANCIAL SERVICES INC	214.00	392637	
INDIGENT MEDICAL SERVICES			214.00*
OFFICE DEPOT	934.51	392477	
CARDINAL HEALTH 110 INC	19,794.64	392640	
MAINTENANCE-BEAUMONT			20,729.15*
JOHNSTONE SUPPLY	182.60	392416	
CERTIFIED LABORATORIES	374.33	392429	
ENTERGY	6,657.39	392444	
RITTER @ HOME	107.33	392489	
SAM'S WESTERN WEAR, INC.	105.00	392491	
ACE IMAGEWEAR	145.15	392495	
TCT INDUSTRIES, INC.	750.00	392511	
CENTERPOINT ENERGY RESOURCES CORP	5,730.59	392568	
FIRETROL PROTECTION SYSTEMS, INC.	920.00	392591	
LANDSCAPER'S WHOLESALE MARKET	587.45	392611	
MAINTENANCE-PORT ARTHUR			15,559.84*
UNITED STATES POSTAL SERVICE	.48	392544	
PARKER LUMBER	12.12	392606	
MAINTENANCE-MID COUNTY			12.60*
ENTERGY	2,529.82	392444	
SERVICE CENTER			2,529.82*
M&D SUPPLY	18.42	392467	
NOACK LOCKSMITH	4.50	392476	
AT&T	58.80	392503	
S.E. TEXAS AUTO EQUIPMENT	814.90	392524	
FIRST CALL	210.59	392556	
HERRERA'S EMERGENCY LIGHTING	300.00	392559	
BUMPER TO BUMPER	317.11	392565	
VETERANS SERVICE			1,724.32*
UNITED STATES POSTAL SERVICE	3.22	392543	
UNITED STATES POSTAL SERVICE	19.31	392544	
MOSQUITO CONTROL FUND			22.53*
			2,714,174.66**
ENTERGY	526.58	392444	
JERRY HINSON	66.00	392450	
JEFFERSON CTY. TAX DEPARTMENT	69,425.08	392458	
FRED MILLER STORES	49.90	392471	
MUNRO'S	90.15	392475	
RITTER @ HOME	19.98	392489	
TRADE A PLANE	36.00	392515	
NEDERLAND HARDWARE SUPPLY	19.68	392521	
GUY ROMINE	66.00	392553	
PARKER LUMBER	171.96	392606	
BRYAN FARRAR	66.00	392616	
J.C. FAMILY TREATMENT CT.			70,537.33**
BEAUMONT OCCUPATIONAL SERVICE, INC.	169.40	392549	
STORMY G CRIBB	2,250.00	392590	
LAW LIBRARY FUND			2,419.40**

NAME	AMOUNT	CHECK NO.	TOTAL
JONES MCCLURE PUBLISHING, INC.	101.00	392462	101.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	392499	
PCM-G	543.38	392594	553.33**
GRT N MENTAL HEALTH SVCS			
CORNELL CORRECTIONS OF TEXAS	4,591.41	392656	4,591.41**
JUVENILE TJPC-A-2014-123			
PATHWAYS YOUTH HOME, INC.	888.66	392481	
SAM HOUSTON STATE UNIVERSITY	215.00	392490	
BI INCORPORATED	629.50	392532	1,733.16**
COMMUNITY SUPERVISION FND			
AAA LOCK & SAFE	18.65	392412	
TDCJ - CASHIER'S OFFICE	100.00	392427	
JEFFERSON CTY. COMMUNITY SUP.	2,059.31	392456	
CASH ADVANCE ACCOUNT	269.58	392460	
OFFICE DEPOT	1,353.76	392477	
PAMELA G. STEWART	22.08	392506	
TIME WARNER COMMUNICATIONS	77.21	392510	
WASTE MGT. GOLDEN TRIANGLE, INC.	204.36	392520	
ANGELA DUGAY	212.80	392530	
DANA LEWIS-BROUSSARD	50.40	392539	
UNITED STATES POSTAL SERVICE	96.85	392543	
UNITED STATES POSTAL SERVICE	266.51	392544	
LEXISNEXIS- ACCURINT	120.00	392600	
STACY TULLIER	134.40	392614	4,985.91**
JEFF. CO. WOMEN'S CENTER			
TEXAS ASSN. OF COUNTIES - RISK	3,731.00	392512	3,731.00**
COMMUNITY CORRECTIONS PRG			
TRACY ROBINSON	124.88	392414	
TEXAS ASSN. OF COUNTIES - RISK	2,115.00	392512	2,239.88**
DRUG DIVERSION PROGRAM			
TEXAS ASSN. OF COUNTIES - RISK	852.00	392512	852.00**
COUNTY CLERK - RECORD MGT			
TEXAS CORRECTIONAL INDUSTRIES	10,199.00	392514	10,199.00**
SCAAP GRANT			
DELL MARKETING L.P.	4,200.44	392435	4,200.44**
COUNTY RECORDS MANAGEMENT			
SHI GOVERNMENT SOLUTIONS, INC.	656.40	392547	656.40**
DEPUTY SHERIFF EDUCATION			
PUBLIC AGENCY TRAINING COUNCIL	295.00	392487	295.00**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	78.23	392467	
MUNRO'S	123.25	392475	
AT&T	170.08	392503	
TRI-CITY COFFEE SERVICE	105.30	392517	
WASTE MGT. GOLDEN TRIANGLE, INC.	84.12	392520	
CMS	169.00	392586	
SAM'S CLUB DIRECT	71.40	392631	801.38**
CRIME LAB FUNDING CJD			

NAME	AMOUNT	CHECK NO.	TOTAL
SHI GOVERNMENT SOLUTIONS, INC.	3,394.60	392547	3,394.60**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	411.33	392417	
OVERHEAD DOOR CO.	2,055.00	392479	
SHIRLEY & SONS CONSTRUCTION CO, INC	95,760.00	392546	98,226.33**
2003B CERTIFICATES OBLIG			
JEFFERSON CTY. TAX DEPARTMENT	1,522.40	392458	1,522.40**
2011 REFUNDING BONDS			
JEFFERSON CTY. TAX DEPARTMENT	35,804.29	392458	35,804.29**
2012 REFUNDING BONDS			
JEFFERSON CTY. TAX DEPARTMENT	139,323.40	392458	139,323.40**
2013 REFUNDING BONDS			
JEFFERSON CTY. TAX DEPARTMENT	3,787.65	392458	3,787.65**
AIRPORT FUND			
ENTERGY	14,632.62	392446	
AT&T	600.38	392503	
CENTERPOINT ENERGY RESOURCES CORP	4,098.81	392568	
PHIL PARMENTER	345.00	392662	19,676.81**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	59,202.47	392597	
GROUP ADMINISTRATIVE CONCEPTS INC	714.00	392607	
COMPASS PROFESSIONAL HEALTH SERVICE	6,230.00	392651	
SA BENEFITS SERVICES LLC	37,865.94	392652	104,012.41**
LIABILITY CLAIMS ACCOUNT			
EBONY PONDER	1,349.19	392660	1,349.19**
SHERIFF'S FORFEITURE FUND			
KRISTY'S KORNER	207.35	392465	
VIN'S PAINT & BODY, INC.	1,615.00	392528	
WALMART COMMUNITY BRC	99.00	392541	
MARK ELLIS	19.44	392578	1,940.79**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,313.00	392385	
CLEAT	360.00	392386	
JEFFERSON CTY. TREASURER	20,125.25	392387	
RON STADTMUELLER - CHAPTER 13	1,717.50	392388	
INTERNAL REVENUE SERVICE	5,150.00	392389	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,160.00	392390	
JEFFERSON CTY. COMMUNITY SUP.	9,579.18	392391	
JEFFERSON CTY. TREASURER - HEALTH	405,401.15	392392	
JEFFERSON CTY. TREASURER - GENERAL	25.00	392393	
JEFFERSON CTY. TREASURER - PAYROLL	1,581,407.97	392394	
JEFFERSON CTY. TREASURER - PAYROLL	625,350.73	392395	
MONY/MLOA	267.92	392396	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,345.39	392397	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	392398	
JEFFERSON CTY. TREASURER - TCDRS	593,224.45	392399	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,178.31	392400	
JEFFERSON COUNTY TREASURER	2,442.66	392401	
JEFFERSON COUNTY - TREASURER -	5,209.09	392402	
NECHES FEDERAL CREDIT UNION	65,061.13	392403	
JEFFERSON COUNTY - NATIONWIDE	47,447.90	392404	
TENNESSEE CHILD SUPPORT	115.38	392405	
NCO FINANCIAL SYSTEMS INC	207.26	392406	

NAME	AMOUNT	CHECK NO.	TOTAL
SBA - U S DEPARTMENT OF TREASURY	168.49	392407	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	392408	
U S DEPARTMENT OF TREASURY	383.53	392409	
WILLIAM E HEITKAMP	689.00	392410	
JOHN TALTON	235.38	392411	
			3,380,721.82**
MARINE DIVISION			
COTTON CARGO	67.50	392434	
RITTER @ HOME	186.93	392489	
AT&T	78.32	392503	
TRI-CON, INC.	1,941.96	392516	
NEDERLAND HARDWARE SUPPLY	48.18	392521	
VERIZON WIRELESS	531.86	392538	
			2,854.75**
ASAP - CONSTABLE PCT 8			
TASER INTERNATIONAL	344.80	392566	
			344.80**
			6,711,779.64***

## The State of Texas

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us



Nandita Berry  
Secretary of State

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

April 1, 2014

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

Dear Judge Branick:

The Secretary of State has reviewed Jefferson County's past participation in the countywide polling place program to determine whether or not the program can be certified as "successful" under Section 43.007(k) of the Texas Election Code.

We hereby certify that, after a review of Jefferson County's reports and other comments received by our office, Jefferson County is hereby designated as having conducted a successful countywide precinct polling place program and is now authorized to continue to hold its elections using countywide precinct polling places subject to the approval of the county commissioners court. Please note that the Office of the Secretary of State reserves the right to revoke the county's "successful" designation, if such revocation is warranted in the future.

We appreciate the role Jefferson County has played in developing methods and procedures for conducting elections using countywide precincts. If you need any assistance or information, please feel free to contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in black ink, appearing to read "KI", with a long horizontal flourish extending to the right.

Keith Ingram  
Director of Elections

KI:AF:AM

CC: Ms. Carolyn Guidry, County Clerk



# PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_\_ day of **April, 2014**, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Proclamation was adopted:

**Sexual Assault Awareness Month  
April 2014**

**WHEREAS**, sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and impacts every community member of Jefferson County, Texas; and

**WHEREAS**, statistics indicate that rape, sexual assault, and sexual harassment impact our community so that one in five women and one in eight men will be sexually assaulted at some point in their lives; and

**WHEREAS**, child sexual abuse prevention must be a priority because one in six boys and one in four girls will experience a sexual assault before the age 18; and

**WHEREAS**, young people experience heightened rates of sexual violence, and youth of 12-17 were 2.5 times as likely to be victims of rape or sexual assault; and

**WHEREAS**, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

**WHEREAS**, with leadership, dedication, and encouragement, there is evidence that we can be successful in preventing sexual violence in Jefferson County, Texas through increased education, awareness, and community involvement; and

**WHEREAS**, Jefferson County, Texas strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in every effort to prevent sexual violence.

**NOW THEREFORE BE IT RESOLVED**, that the Commissioners Court of Jefferson County joins advocates and communities across the country in playing an active role to prevent sexual violence and with the United States Government and State of Texas, do hereby proclaim April as "Sexual Assault Awareness Month" and we encourage all to take appropriate action to support one another and create a safer environment for all.

Signed this \_\_\_\_ day 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

For Repairs of Roadways And Parking Lots

# INTER-GOVERNMENTAL AGREEMENT

Between  
**COUNTY OF JEFFERSON**  
and  
**NEDERLAND ISD**

STATE OF TEXAS           §  
                                          §  
COUNTY OF JEFFERSON   §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the Nederland Independent School District, bodies politic of 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, from time to time, has capacity to provide labor and equipment suitable for the repair of roadways and parking areas, and;

WHEREAS, the Nederland Independent School District, has, from time to time, the need to maintain and repair streets and roadways and parking areas which it owns, and;

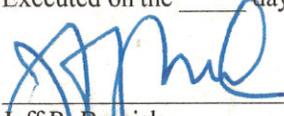
WHEREAS, the Nederland Independent School District, does not have the labor or equipment suited for such construction and/or maintenance, and;

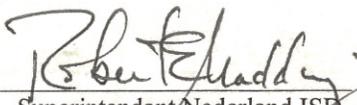
Now, therefore, know all men by these presents:

Nederland Independent School District and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain parking areas and approaches, when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The Nederland Independent School District shall purchase and provide all materials needed for project.
3. The Nederland Independent School District shall provide equipment for striping for County Parking lots located at Precinct 2.
4. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repairs needed.
5. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
6. This agreement shall be construed according to the laws of the State of Texas.
7. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
8. Any employee, of a party performing services pursuant to this agreement, shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec.791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

  
Jeff R. Branick  
Jefferson County Judge

  
Superintendent Nederland ISD



# 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:

## PURCHASE OF SERVICE FIREARMS

**WHEREAS**, The Commissioners' Court of Jefferson County finds it in the best interest of the citizens of Jefferson County that it adopt a policy to entitle honorably retired peace officers to purchase service firearms issued to them by Jefferson county; and

**WHEREAS**, Chapter 614.002, 614.051 and 614.053, Texas Government Code authorizes Jefferson to establish the amount, not to exceed the fair market value, for which such firearm may be purchased by the honorably retired peace officer; and

**WHEREAS**, the Commissioners Court desires to establish as a policy that the value of each such firearm should be TWO HUNDRED FIFTY DOLLARS (\$250.00) AND NO/100; and

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, does resolve that it will allow honorably retired peace officers to purchase service pistols issued to them by Jefferson County for TWO HUNDRED FIFTY (\$250.00) AND NO/100 each.

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

## Ron Westphal

---

**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Tuesday, April 01, 2014 8:36 AM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'  
**Subject:** Preliminary Replat of Commercial Tracts 2 3 4 - Doguet Diamond D Subdivision Phase 1 - Prct No. 1

Gentlemen,

Attached is a Preliminary Replat of Commercial Tracts 2 3 4 - Doguet Diamond D Subdivision Phase 1. This replat was approved by the City of Beaumont Planning Commission at their meeting 3-17-14.

There have been 2 changes to this drawing since approval by the City of Beaumont Planning & Zoning Commission based on their comments + Drainage District 6 Comments:

1. 30 foot drainage easement has been labeled as "Private " - Drainage District 6 requested clarification of the 30 foot drainage easement. (This 30 foot wide easement was shown on the original Final Plat for Doguet's Diamond D Subdivision Phase 1 – Clerks File No. 2009001746)
2. Table showing Acreage for Development, ROW and Street lengths was amended to show 0.000 Acres ROW being dedicated – since proposed streets will be private access driveways.

These changes will appear on the Final Plat. This project is located in Commissioner Precinct No. 1 and is also within the 5-mile Extraterritorial Jurisdiction (ETJ) of the City of Beaumont.

This plat will be placed on the Commissioners' Court Agenda for Monday, April 7<sup>th</sup>, 2014. As always, if you have any questions, concerns or comments feel free to contact me.

Ron

*Ronald Westphal*  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [ronaldw@co.jefferson.tx.us](mailto:ronaldw@co.jefferson.tx.us)



# JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 04/01/14 Permit #: 02 -OW- 14 Precinct#: 3  
 Business Name: Goldston Oil Corporation Business Phone: 713-355-3408  
 Business Address: P.O. Box 570365, Houston, TX 77257-0365  
 Local Representative: Daniel Guier Local Phone: 713-355-3408  
 State Permit No. (if applicable): \_\_\_\_\_  
 Bond Amount: \$185,000 Bond #: 585204431  
 Description of Work/Type/Location: Drilling Clubb, et al #1 well

Description of Route: From intersection of TX 73 & Wilbur Rd., go North  
on Wilbur Rd. for 0.5 miles. Turn East on Old Big Hill Rd. after 0.5  
miles. Location on South side of road

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 21<sup>st</sup> day of March 20 14.

Goldston Oil Corporation  
 Name of Company (Permittee)

JEFFERSON COUNTY

By: Daniel Guier

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

Title: Production Engineer

Director of Engineering

  
 Applicant's Signature

By:   
 Precinct Supervisor

Daniel Guier  
 Applicant's Printed Name

JEFFERSON COUNTY  
OVERWEIGHT VEHICLE PERMIT  
(Engineering Department Use Only)

Date Approved: 04/01/14 Application Approved  Yes  No

If No, give reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST

  
\_\_\_\_\_  
Processor's Signature

ERNEST CLEMENT  
\_\_\_\_\_  
Processor's Printed Name

# Willis

*VIA UPS*

Telephone: (713) 961-3800  
 Fax: (713) 961-0226  
 Website: www.willis.com

Direct Line: (713) 625-1186  
 Direct Fax: (713) 961-0226  
 E-mail: Jo.Ann.Parker@willis.com

March 26, 2014

Mr. Daniel Guier  
 Goldston Oil Corporation  
 1819 St. James Place  
 Houston, TX 77056

*RE: \$185,000.00 ROAD USE PERMIT BOND – BOND NO. 58S204431  
 OBLIGEE – JEFFERSON COUNTY*

Dear Daniel:

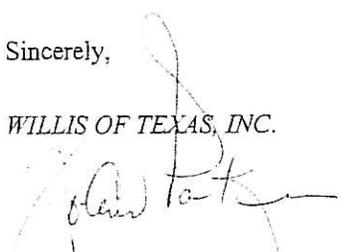
Please find enclosed an executed "Road Use Permit Bond" as requested and issued based upon the information your office provided. We urge you to check all of the information, including the power of attorney, signatures, dates, amounts, description, and any other attachments for accuracy. Please verify that the bond form attached is the form required, and please be sure to execute the bond with the proper signatures and seal.

Our invoice for the bond premium will follow from our National Accounting Center and our commission for this bond will be \$555.00.

Thank you for the opportunity to service your surety needs! Should you have any questions, please do not hesitate to contact any member of your Willis Service Team.

Sincerely,

*WILLIS OF TEXAS, INC.*

  
 Jo Ann Parker  
 Senior/Client Services Specialist  
 Construction - Surety

Willis of Texas, Inc.  
 920 Memorial City Way, Suite 500  
 Houston, Texas 77024

BOND NO. 58S204431

Know All Men By These Presents,

That we, Goldston Oil Corporation  
of P.O. Box 570365, Houston, TX 77257 as Principal.  
and Liberty Mutual Insurance Company a corporation organized under the laws of the State of  
Massachusetts having its principal office in the City of Boston as Surety, are held and firmly  
bound unto Jefferson County  
in the sum of One Hundred Eighty Five Thousand Dollars and 00/100 Dollars (\$185,000.00) lawful money of the  
United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above bounden Principal has been granted a

Road Use Permit for Drilling Attridge No. 1 Well - From intersection of Hwy 124 and Rollins Road go west 0.48 miles to Brush  
Island Road (this portion of route doesn't require bond). Turn north on Brush Island Road and go 0.4 miles to location on right.

Now, Therefore, the Condition of this Obligation is Such, that if the above Principal shall indemnify and save  
harmless the Jefferson County against loss to  
which the Jefferson County  
may be subject by reason of said Principal's breach of any ordinance, rule or regulation relating to the above described  
license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing to:

\_\_\_\_\_ and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by  
the said Jefferson County.

No cause of action shall lie against the surety unless commenced within two years from the date the cause of action  
accrues against the principal.

Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable  
or paid, the surety's total limit of liability shall not be cumulative from year to year or period to period.

Signed, sealed and dated this 26th day of March, 2014.

Principal  
Goldston Oil Corporation (Seal)

By [Signature]

Surety  
Liberty Mutual Insurance Company (Seal)

By [Signature]  
Jo Ann Parker Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6213967

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

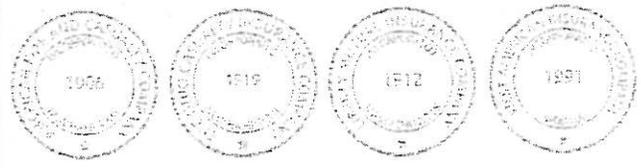
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cindy Peters; Jacqueline Kirk; Jo Ann Parker; Judy M. Dold; Larry H. Senkel; Mark Hilliard

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of July, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 19th day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

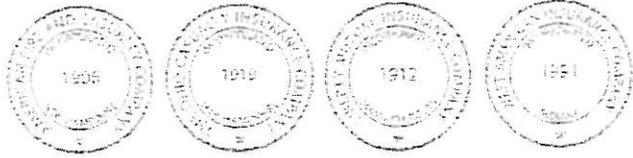
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 20 14.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety  
Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA 19462-8284

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

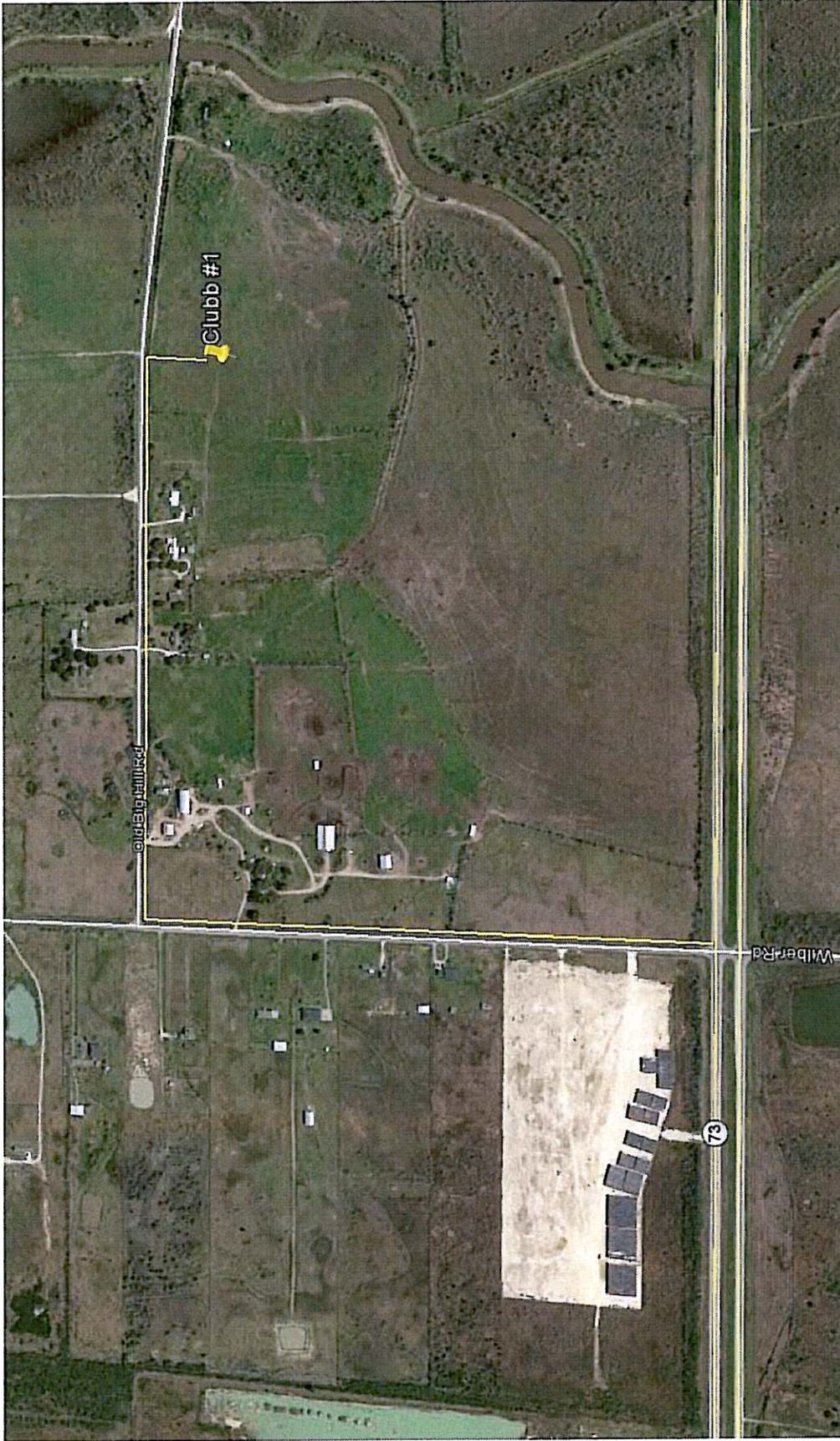
P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.



Clubb #1:

Take TX-73 East from Winnie, TX. Turn north on Wilber Rd for 0.5 miles. Turn east on Old Big Hill Rd for 0.5 miles. Location will be on South side of the road.



- 4. Company shall provide a surety bond in the sum of [\$ 185,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
  
- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 03 of Jefferson County, Texas before transporting any equipment on County [road name: Wilbur Rd and County [2nd road name: Old Big Hill Rd] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

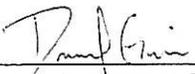
Agreed and executed this 1st day of April, 2014

\_\_\_\_\_  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jefferson County Clerk

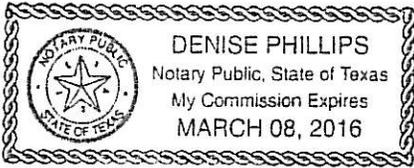
  
\_\_\_\_\_  
Daniel Guier  
Authorized Agent for Goldston Oil Corporation

THE STATE OF TEXAS,  
  
COUNTY OF JEFFERSON

§  
§  
§

I, Denise Phillips notary public, do hereby certify that on this 1st day of April, 2014, personally appeared before me Daniel Guier, being by me first duly sworn, declared that he is the Production Engineer of Goldston Oil Corporation and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 1st day of April, 2014



Denise Phillips  
Notary Public, State of Texas  
Notary's Typed/Printed Name  
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1<sup>st</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:  
 Length of [2<sup>nd</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:

Anticipated cost of Repair:  
 Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$21.44 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment Operator \$22.72 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

*Truck Driver* Other \$19.52 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$32.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Grader \$50.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

*Bradall* → Other \$70.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$31.25 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Asphalt \$81.00 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

*Stabilized Base* Other at \$43.00 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

**Regular, April 14, 2014**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, April 14, 2014