

REGULAR, 8/11/2014 1:30:00 PM

BE IT REMEMBERED that on August 11, 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
August 11, 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
August 11, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **11th** day of **August 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: 1:00p.m.-Jefferson County Industrial Development Corporation to receive information and consider assignment by Jefferson Refinery, L.L.C. ("Jefferson") of (i) all of its rights, title, obligations and interest in the Loan Agreement, dated as of December 1, 2010 (the "2010 Loan Agreement"), between Jefferson Refinery and the IDC, prepared in connection with the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, L.L.C. Project) Series 2010 (the "Series 2010 Bonds"), to Jefferson 2010 Bond Holdings, LLC, (ii) all of its rights, title, obligations and interest in the Loan Agreement, dated as of August 1, 2012 (the "2012 Loan Agreement"), between Jefferson Refinery and the IDC, prepared in connection with the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Port of Beaumont Petroleum Transload Terminal, LLC Project) Series 2012 (the "Series 2012 Bonds") to Jefferson 2012 Bond Holdings, LLC, and (iii) all of its rights, title, obligations and interest in the Indemnity Agreement (the "Indemnity Agreement"), between Jefferson Refinery, Jefferson County, Texas and the IDC, to Jefferson 2012 Bond Holdings, LLC.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

Notice of Meeting and Agenda and Minutes
August 11, 2014

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

PURCHASING:

1. Approve specifications for (IFB 14-035/JW), Term Contract for Hydrated Lime for Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 40

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

2. Approve specifications for Invitation for Bid (IFB 14-008/KJS) Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5).

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve, execute, receive and file Professional Services Agreement (PROF 14-036/KJS) with Jefferson County and Griffith, Moseley, Johnson & Associates for Grant Administration Services for TDA's Community Development Block Grant Program-Cheek Phase IV, in accordance with (RFQ 14-030/KJS) Grant Administration and Management for Cheek Phase IV.

SEE ATTACHMENTS ON PAGES 41 - 49

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

4. Execute, receive and file contract (RFP 14-019/JW), Auditing Services for Jefferson County with Pattillo, Brown, & Hill L.L.P.

SEE ATTACHMENTS ON PAGES 50 - 59

Motion by: Commissioner Arnold

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
August 11, 2014*

5. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

SEE ATTACHMENTS ON PAGES 60 - 64

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

6. Consider and approve utilizing available funds in Capital-Road Machinery (113-0309-431-6011) to purchase rigging equipment. Cost is approximately \$7,200.

SEE ATTACHMENTS ON PAGES 65 - 67

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

7. Consider and approve budget transfer - Mid-County Maintenance - additional cost for electricity.

| | | | |
|-------------------|-------------|------------|------------|
| 120-6085-416-4056 | ELECTRICITY | \$7,500.00 | |
| 120-6085-416-1005 | EXTRA HELP | | \$7,500.00 |

SEE ATTACHMENTS ON PAGES 68 - 68

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

8. Regular County Bills - check #396858 through check #397160.

SEE ATTACHMENTS ON PAGES 69 - 78

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

9. Consider, possibly approve and authorize the County Judge to execute Amendment to the Collective Bargaining Agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association.

SEE ATTACHMENTS ON PAGES 79 - 80

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

10. Consider, possibly approve, authorize the County Judge to execute and receive and file Interlocal Agreement between Jefferson County, Texas and the City of Port Arthur, Texas for improvements to Martin J. "Popeye" Holmes Park.

SEE ATTACHMENTS ON PAGES 81 - 88

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

ADDENDUMS

*Notice of Meeting and Agenda and Minutes
August 11, 2014*

11. Consider and possibly approve assignment by Jefferson Refinery, L.L.C. (“Jefferson”) of (i) all of its rights, title, obligations and interest in the Loan Agreement, dated as of December 1, 2010 (the “2010 Loan Agreement”), between Jefferson Refinery and the IDC, prepared in connection with the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, L.L.C. Project) Series 2010 (the “Series 2010 Bonds”), to Jefferson 2010 Bond Holdings, LLC, (ii) all of its rights, title, obligations and interest in the Loan Agreement, dated as of August 1, 2012 (the “2012 Loan Agreement”), between Jefferson Refinery and the IDC, prepared in connection with the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Port of Beaumont Petroleum Transload Terminal, LLC Project) Series 2012 (the “Series 2012 Bonds”) to Jefferson 2012 Bond Holdings, LLC, and (iii) all of its rights, title, obligations and interest in the Indemnity Agreement (the “Indemnity Agreement”), between Jefferson Refinery, Jefferson County, Texas and the IDC, to Jefferson 2012 Bond Holdings, LLC.

Commissioner Sinegal is resigning as Secretary effective this meeting.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Opposed: Commissioner Sinegal

Action: APPROVED

ENGINEERING:

12. Consider and possibly approve Amended Final Plat of Porter Lake Estates, Lots 1 thru 10, being 18.63 acres of land and part of Lot 42 Theodore F. Koch Subdivision. This property is located at the intersection of Kiker and Coon Roads in Precinct No. 3 and does not lie within any ETJ.

SEE ATTACHMENTS ON PAGES 89 - 90

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
August 11, 2014*

**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

August 11, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-035/JW, Term Contract for Hydrated Lime for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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: Term Contract for Hydrated Lime for Jefferson County
BID NO: IFB 14-035/JW
DUE DATE/TIME: 11:00 AM CST, September 9, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 13th and August 20th, 2014

IFB 14-035/JW
Term Contract for Hydrated Lime for Jefferson County
Bids due: 11:00 AM CST, September 9, 2014

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing 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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. 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 change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be

regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on

the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-035/JW.

General

It is the intent of the following minimum specifications to describe Hydrated Lime for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better."

Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

Scope

Vendor shall provide hydrated lime for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year from date of award with an option to renew for four (4) additional years.

Sealed tank truck with applicator bar, or as required, delivery shall be quoted price per ton F.O.B. delivered to various locations in Jefferson County, with delivery prepaid and allowed. Bidder bears freight charges.

The County shall reserve the right to reject the bid of any vendor who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales. Minimum orders are not acceptable. Alternate bids are not solicited and shall be summarily rejected.

The application rate is 31 lbs./SY (7%).

The successful bidder shall deliver hydrated lime sealed in tank trucks with application bars (spreader bars). Application bars cannot be used in the distribution of "pebble" quicklime, and this product must be "belly dumped." You should be aware that dry lime is very "dusty".

Approximate Usage

Jefferson County plans to use the following items on future road projects. Quantities to be purchased will be on an as-needed basis and this may be affected by weather conditions or available funds. The County's approximate previous purchases for the duration of the current term contract are as follows:

| | | |
|-------------------------------|-----------|------|
| Type A Hydrated Lime | 0 | tons |
| Type B Commercial Lime Slurry | 1,167.206 | tons |
| Type C Quicklime, Grade DS | 225 | tons |
| Type C Quicklime, Grade S | 0 | tons |

Contract

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

Description

This item establishes the requirements for hydrated lime, quicklime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for subgrade, sub-base and base construction.

Types

The various types and grades of lime and lime slurry are identified as follows:

| | |
|--|--|
| Type A – Hydrated Lime | A dry powdered material consisting essentially of calcium hydroxide. |
| Type B – Commercial Lime Slurry | A liquid mixture of essentially hydrated lime solids and water in slurry form. |
| Type C - Quicklime | A dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing. |
| Grade DS | "Pebble" quicklime of a gradation suitable for either "Dry Placing" or for use in the preparation of a slurry for "Wet Placing." |
| Grade S | Finely-graded quicklime for use in the preparation of a slurry for wet placing. |

The lime being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

| A. Chemical Composition: | Type A | Type B | Type C |
|---|------------------------|------------------------|--|
| Total "active" lime content, percent by weight (i.e., % by wt. Ca(OH) ₂ + % by wt CaO, if present) | 90.0 min. ¹ | 87.0 min. ² | — |
| Unhydrated lime content, percent by weight | 5.0 max | — | 87.0 min. |
| "Free Water" content, percent by weight | 5.0 max. | — | — |
| B. Sizing: | Type A | Type B | Type C |
| 1) Wet sieve requirement, as percent by weight residue: | | | |
| Retained on No. 6 (3360 micron) sieve: | 0.2 max. | 0.2 max. ² | 8.0 max. ³ |
| B. Sizing: | Type A | Type B | Type C |
| Retained on No. 30 (590 micron) sieve: | 4.0 max. | 4.0 max. ² | — |
| 2) Dry sieve requirement, as percent by weight residue: | | | |
| Retained on a 1-inch (25 mm) sieve: | — | — | 0.0 |
| Retained on a ¾-inch (19.0 mm) sieve: | — | — | 10.0 max. |
| Retained on a No. 100 (150 micron) sieve: | — | — | Grade DS 80% min. Grade S — No Limits |

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2: In "solids content" of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime or Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as prescribed by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

| | | | | | | |
|--|---|-------|-----|---|-------|-----|
| Company Name | For clarification of this offer, contact: | | | | | |
| Address | Name | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 2px 10px;">City</td> <td style="width: 33%; padding: 2px 10px;">State</td> <td style="width: 33%; padding: 2px 10px;">Zip</td> </tr> </table> | City | State | Zip | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">Phone</td> <td style="width: 50%; padding: 2px 10px;">Fax</td> </tr> </table> | Phone | Fax |
| City | State | Zip | | | | |
| Phone | Fax | | | | | |
| Signature of Person Authorized to Sign | E-mail | | | | | |
| Printed Name | | | | | | |
| Title | | | | | | |

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Hydrated Lime for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-035/JW, Term Contract for Hydrated Lime for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

| Item | Description | Price per Ton F.O.B. Delivered Various Locations in Jefferson County |
|------|-------------------------------------|--|
| 1 | 264.2 Type A Hydrated Lime | \$ _____ per ton |
| 2 | 264.2 Type B Commercial Lime Slurry | \$ _____ per ton |
| 3 | 264.2 Type C Quicklime Grade DS | \$ _____ per ton |
| 4 | 264.2 Type D Quicklime Grade S | \$ _____ per ton |

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

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

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

Bidder 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

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.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder 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 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder 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.

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the Jefferson County, Texas, hereinafter called the "County", acting herein by the Hon. Jeff Branick, County Judge, hereunto duly authorized, and Carl R. Griffith & Associates, Inc., hereinafter called "Consultant", acting herein by John Johnson, Vice President and General Counsel.

WITNESSETH THAT:

WHEREAS, the County desires to implement a sewer system improvement project under the general direction of the Texas Community Development Program; and,

WHEREAS, the County desires to engage Consultant to render certain services in connection with its sewer system improvement project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of Consultant shall commence August 11, 2014. In any event, all of the services required and performed hereunder shall be completed no later than August 10, 2016.

3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Consultant by the County and its agencies. No charge will be made to Consultant for such information and the County and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$30,000. Payment to Consultant shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals.

COUNTY

CONSULTANT

Jeff Branick, County Judge



John Johnson, Vice Pres./Gen. Counsel

PART II--SCOPE OF SERVICES

The Consultant shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system
2. Maintenance of filing system
3. Provide general advice and technical assistance to Grant Recipient personnel on implementation of Project and regulatory matters
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the CDBG regulations
5. Furnish Grant Recipient with necessary forms and procedures required for implementation of project
6. Assist the Grant Recipient in meeting all special condition requirements that may be stipulated in the contract between the Grant Recipient and TDA
7. Prepare and submit to Office documentation necessary for amending the CDBG contract
8. Conduct re-assessment of environmental clearance for any program amendments
9. Prepare and submit quarterly reports
10. Prepare Financial Interest Report form for Grant Recipient submittal
11. Establish procedures to document expenditures associated with local administration of the project
12. Provide guidance and assistance to Grant Recipient regarding acquisition of property:
 - Submit required reports concerning acquisition activities to Office
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property
 - Prepare correspondence to the property owners for the Grant Recipient's signature to acquire the property or to secure an easement
 - Assist the Grant Recipient in negotiation with property owner(s)
13. Maintain CDBG Property Management register for any property/equipment purchased or leased, if needed
14. Serve as liaison for the Grant Recipient during any monitoring visit by staff representatives from either TxCDBG or HUD

B. Financial Management

1. Assist the Grant Recipient in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Grant Recipient in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Grant Recipient in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Office.
4. Prepare all fund drawdowns on behalf of the Grant Recipient in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Grant Recipient personnel on implementation of project and regulatory matters
7. Assist the Grant Recipient in establishing procedures to handle the use of any CDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TxCDBG.

D. Acquisition (if required)

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for Recipient-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist Grant Recipient in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TxCDBG.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist Grant Recipient in determining whether and/or what CDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist Grant Recipient in determining whether or not it will be necessary to hire temporary employees to specifically carry out CDBG contract activities.
 - Assist Grant Recipient in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist Grant Recipient in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Grant Recipient in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TxCDBG in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TxCDBG.
6. Provide sample CDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TxCDBG.
9. Verify construction contractor eligibility with TxCDBG.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TxCDBG.
13. Issue Notice of Start of Construction to TxCDBG.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by Grant Recipient and the project engineer and submit to TxCDBG prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TxCDBG.
17. Provide general advice and technical assistance to Grant Recipient personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Grant Recipient in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation (if required)

1. Prepare and submit local relocation guidelines to Office for approval.
2. Assist Grant Recipient in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.

7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Develop outreach and necessary application processing/verification forms.
2. Survey applicants.
5. Review work write-ups and cost estimates prepared by engineer.
6. Issue Notice to Proceed to construction contractor(s).
7. Process draws, final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Office requirements.

I. Audit / Close-out Procedures

1. Prepare the Project Completion Report.
2. Assist Grant Recipient in resolving any monitoring and audit findings.
3. Assist Grant Recipient in resolving any third party claims.
4. Provide auditor with CDBG audit guidelines.

PART III—PAYMENT SCHEDULE

County shall pay Consultant for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

| Milestone/Task | Percentage of Contract Fee |
|--|----------------------------|
| Prior to Construction Procurement and submittal of Financial Interest Report(s) for construction costs | 0 to 35% |
| Prior to TDA Administratively Complete letter | 0 to 90% |
| After TDA Administratively Complete letter | 0 to 100% |

PART IV--TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the County, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant, and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

2. Termination for Convenience of the County. The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the County as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The County may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Consultant represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

b. All of the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by the Consultant from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

6. Reports and Information. The Consultant, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

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

b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Consultant will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

a. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and

otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Consultant's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Consultant shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.



August 5, 2014

Jefferson County
Attention: Jamey Lynn West
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

To Commissioner's Court and County Judge

We are pleased to confirm our understanding of the services we are to provide Jefferson County, Texas for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Jefferson County, Texas as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Jefferson County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Jefferson County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Analysis and Budgetary Comparison Information – General Fund
- 3) TCDRS Schedule of Funding Progress
- 4) Other Post Employment Benefits Schedule of Funding Progress

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

- 1) Schedule of expenditures of federal awards.
- 2) Combining and Individual Fund Information.
- 3) Other Supplementary Information.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section.
- 2) Statistical Section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The Government Auditing Standards report on internal control over financial reporting and on compliance will include a paragraph that states that the purpose of the report is solely to (1) describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control or on compliance, (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over

compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on September 30, 2013.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter

that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals,

funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Jefferson County, Texas' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Jefferson County, Texas' major programs. The purpose of these procedures will be to express an opinion on Jefferson County, Texas' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 15, 2015 and to issue our reports no later than March 31, 2015. Chris Pruitt is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction,

word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$69,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Jefferson County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
 Pattillo, Brown & Hill, L.L.P.

Chris Pruitt, CPA

CP/ad

RESPONSE:

This letter correctly sets forth the understanding of Jefferson County, Texas.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

American Institute of
Certified Board Accountants

Mississippi Society of
Certified Public Accountants

An Independent Member of
CPA Associates International, Inc.,
A Worldwide Association of Accounting Firms



EUBANK BETTS

Eubank, Betts, Hirn, Wood, PLLC

A Professional Limited Liability Company
CERTIFIED PUBLIC ACCOUNTANTS

3820 I-55 North, Suite 100
Jackson, MS 39211

Post Office Box 16090
Jackson, MS 39236-6090

Phone: 601-987-4300
Fax: 601-987-4314

www.eubankbetts.com

SYSTEM REVIEW REPORT

August 29, 2013

**To the Partners of
Pattillo, Brown & Hill, L. L. P.
and the National Peer Review Committee**

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations [Service Organizations Control (SOC) 1 engagements]).

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L. L. P.** has received a peer review rating of *pass*.


EUBANK, BETTS, HIRN, WOOD, PLLC



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

Handwritten initials "DC" in cursive script.

Date: August 6, 2014

Re: Disposal of Salvage Property – Computers and Equipment

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County, Texas
 1149 Pearl Street
 Beaumont, TX 77701

Donation of Salvage Property
 Computer Equipment
 to
 Goodwill Industries

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|------------|-----------------------------------|------------|--------------|
| | <i>Desktops/Laptop Computers:</i> | | |
| MIS | DELL OPTIPLEX | DGGCTK1 | |
| MIS | DELL OPTIPLEX | GGGCTK1 | |
| MIS | DELL OPTIPLEX | 92JFTK1 | |
| MIS | GATEWAY 4300 | 35481506 | 11PA-29409 |
| MIS | GATEWAY 4300 | 35481514 | 11PA-29131 |
| MIS | GATEWAY 4300 | 35481516 | 11PA-29148 |
| MIS | GATEWAY 4300 | 5481521 | 11PA-29120 |
| MIS | GATEWAY 4300 | 35481505 | 11MC-29121 |
| MIS | GATEWAY 4300 | 35481529 | 11MC-29417 |
| MIS | GATEWAY 4100 | 34267900 | NRSO-33208 |
| MIS | GATEWAY 4000 | 31535450 | 12BT-29778 |
| MIS | GATEWAY 6610 | 40525140 | 83BT-32517 |
| MIS | GATEWAY 6610 | 40525149 | 83BT-32681 |
| MIS | GATEWAY 3600 | 27111095 | 59MC-26757 |
| MIS | GATEWAY 3600 | 27034695 | 59MC-26654 |
| MIS | GATEWAY 3600 | 27111094 | 59MC-26754 |
| MIS | GATEWAY E-6500D SB | 36578632 | FORDPK-29941 |
| MIS | GATEWAY E-6500D SB | 37234511 | 115-30457 |
| MIS | DELL OPTIPLEX | JM25F41 | |
| MIS | GATEWAY 6610 | 40525136 | 80BT-32680 |
| MIS | GATEWAY 4300 | 35481547 | 11MC-29370 |

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
 1149 Pearl Street
 Beaumont, TX 77701

Donation of Salvage Property
 Computer Equipment
 to
 Goodwill Industries

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|------------|-------------------------|---------------|------------|
| MIS | GATEWAY 4300 | 35481548 | 11MC-29187 |
| MIS | GATEWAY 4000 | 29930207 | 111-27067 |
| MIS | GATEWAY 4300 | 35481545 | 11MC-29157 |
| | <i>Laptops</i> | | |
| MIS | GATEWAY 733 | 20746205 | 59BT-25356 |
| MIS | COMPAQ | 9K2BKSBZJJUST | |
| MIS | GATEWAY 460 | 36034112 | 37BT-29249 |
| MIS | TOSHIBA | 58014410Q | 80BT-29258 |
| MIS | SONY | C300JZZ | 29247 |
| MIS | GATEWAY 450 | 342294235 | 25BT-28700 |
| MIS | GATEWAY 450 | 34255964 | |
| MIS | GATEWAY 475 | 4499248 | 39BT-32823 |
| | <i>Terminal</i> | | |
| MIS | AS400 | | 61BT-6833 |
| | <i>Switch</i> | | |
| MIS | 3COM | | 16BT-24060 |
| MIS | 3COM | | 16BT-25469 |
| | <i>Scanners</i> | | |

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
 1149 Pearl Street
 Beaumont, TX 77701

Donation of Salvage Property
 Computer Equipment
 to
 Goodwill Industries

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|------------|-------------------------|-------------|------------|
| MIS | HP SCANJET 4890 | | P3PA-29498 |
| | HP SCANJET 3500 | | |
| | | | |
| | <i>Copier</i> | | |
| MIS | HP COPIER C4265A | JPDL M97670 | |
| | | | |
| | <i>Printers</i> | | |
| MIS | HP DESKJET 6490 | | |
| MIS | IBM 1332 | 991141P | 62BT-21861 |
| MIS | HP DESKJET 722 | MX8B31T185 | 59MC-27071 |
| MIS | HP DESKJET 6940 | | |
| MIS | HP DESKJET 5550 | MY2AH1M3PB | 83BT-27704 |
| MIS | HP DESKJET 722 | | 12BT-29402 |
| MIS | HP LASERJET 4050 | | 25BT-25695 |
| MIS | HP DESKJET 7300 | | 80BT-32812 |
| MIS | HP LASERJET 2100 | | 11BT-24714 |
| MIS | HP DESKJET 895 | | 11PA-24718 |
| MIS | HP LASERJET 1100 | | 13BT-25621 |
| MIS | IBM 4224 | LL664 | 79PA-17479 |
| MIS | HP DESKJET 5550 | | 36BT-27129 |
| MIS | LEXMARK 4136 | | LAW-29003 |

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
 1149 Pearl Street
 Beaumont, TX 77701

Donation of Salvage Property
 Computer Equipment
 to
 Goodwill Industries

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|---------------------------------------|--------------------------------|------------|-----------|
| | <i>MISC.</i> | | |
| MIS | (2) RACK DOORS | | |
| MIS | (31) MONITORS | | |
| MIS | BOX OF KEYBOARDS, MICE, PLUGS, | | |
| | CABLES | | |
| <i>contact person: Andrae Thierry</i> | | | |

Goodwill Industries

Approved by Commissioners' Court: _____

Memorandum

To: Patrick Swain, County Auditor
From: Michael Shane Sinegal, Commissioner Pct. 3
Date: 8/6/2014
Re: Equipment Purchase

Please see the attached equipment quote for rigging equipment to be purchased with available funds from account 113-0309-431-6011, to be purchased this year.

If you have any questions, please call.

SOUTHWEST TRUCK RIGGING & EQUIPMENT

10010 Talley Lane
Phone: 713-939-1234

Houston, TX 77041
Fax: 713-939-0113

To: Mark Redwine
With: Jefferson County
Phone:
Fax:

E-mail: aaron@swtruckrigging.com
Date: 7/28/2014
From: Aaron Samoska
Page 1 of 1
Quote #: A7281404

We are pleased to provide this quote for your truck.

CA: 120"

14' x 96" OAW tread plate decked flatbed with additional 2 feet of ramp at the rear

3/16" tread plate flooring, 6" structural channel longills, 4" structural channel cross
sills on 12" centers, 6" channel outrail, 3"x3/8" rubrail with stake pockets

3ft tall solid steel headboard, with a hookliff A-frame at the front

ICC bumper

Primed and Painted Black

No lights on the headboard or at rear.

Weighed and certified

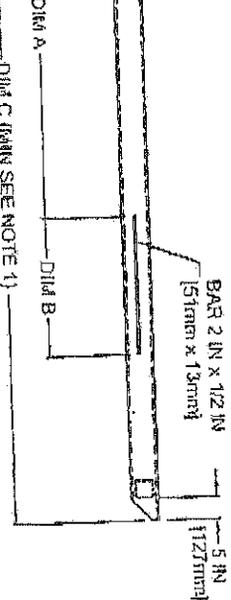
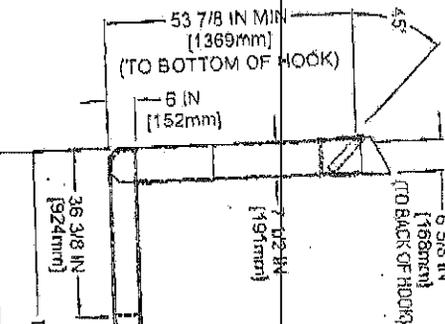
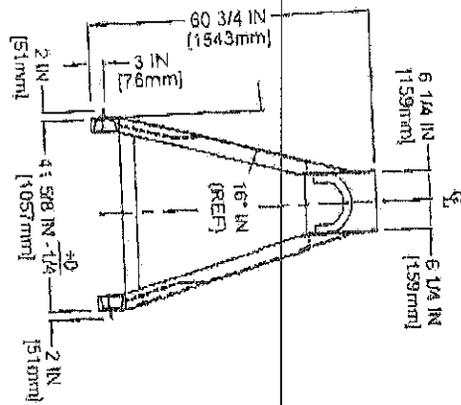
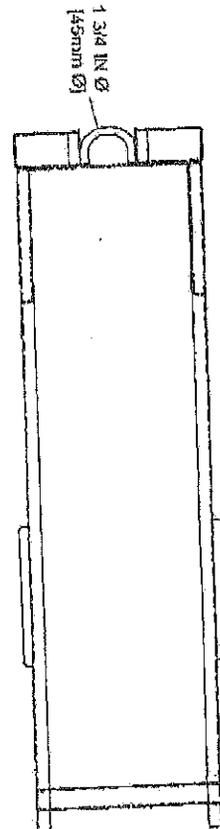
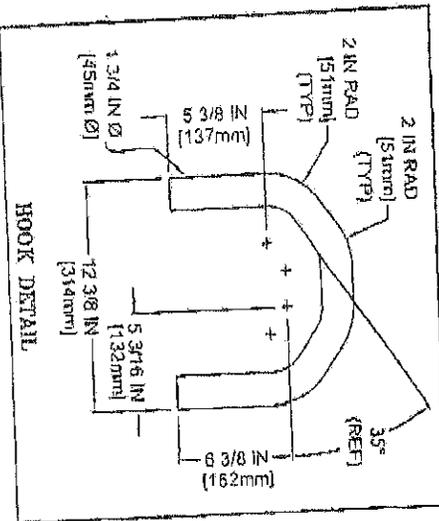
Your Cost Per Unit: **\$7,159.00** *plus any applicable fees and taxes required by law
FOB Houston

Thank you for the opportunity to provide this equipment quotation. If you need any
additional information or questions, please contact me.

Sincerely,

Aaron Samoska

copy



| HOIST | DIM A | DIM B | DIM C |
|------------|---------------------|----------------|-----------------|
| SL-205 | 123 5/8 IN [3140mm] | 36 IN [915mm] | 187 IN [4750mm] |
| SL-220 | 124 5/8 IN [3165mm] | 48 IN [1220mm] | 202 IN [5130mm] |
| SL-222 | 124 5/8 IN [3165mm] | 48 IN [1220mm] | 188 IN [4775mm] |
| SL-225 | 111 5/8 IN [2835mm] | 36 IN [915mm] | 163 IN [4140mm] |
| SL-240 | 112 5/8 IN [2860mm] | 48 IN [1220mm] | 168 IN [4270mm] |
| SL-180/185 | 85 IN [2150mm] | 24 IN [610mm] | 125 IN [3175mm] |
| SL-2418HD | 85 IN [2150mm] | 24 IN [610mm] | 125 IN [3175mm] |

NOTE:
 THIS DRAWING PROVIDES THE CRITICAL SUBFRAME DIMENSIONS FOR COMPATIBILITY WITH THE SWAP-LOADER HOOK LIFT HOIST. IT IS THE SUBFRAME SUPPLIER'S RESPONSIBILITY TO PROVIDE A SUBFRAME OF SUFFICIENT CAPACITY WHICH PROPERLY SUPPORTS THE BODY/CONTAINER WHEN USED WITH THE HOOK LIFT HOIST.

NOTE:
 1. MIN LENGTH FOR JB REEVE EXCLUDED

200 SERIES SUBFRAME DIMENSIONS
 (53-7/8" HOOK HEIGHT)
 S-054 - REV H

Fran Lee

From: Mike Trahan <mtrahan@co.jefferson.tx.us>
Sent: Tuesday, August 05, 2014 9:36 AM
To: 'Fran Lee'
Subject: Budget Transfer Electricity 2014

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: August 5, 2014
Fran,

I would like to request a transfer of \$7500.00 from 120-6085-416-1005 Extra Help to 120-6085-416-4056 Electricity. This is to finish out the fiscal year. Thanks for your help.

Sincerely,
Mike Trahan Superintendent,
Road and Bridge Precinct 2

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|-------------|
| JURY FUND | | | |
| TRI-CITY COFFEE SERVICE | 416.15 | 396967 | |
| WARREN'S DO-NUTS | 57.39 | 397038 | 473.54** |
| ROAD & BRIDGE PCT.#1 | | | |
| EDDIE ARNOLD | 708.80 | 397032 | |
| BELT SOURCE | 44.43 | 397040 | 753.23** |
| ROAD & BRIDGE PCT.#2 | | | |
| CITY OF NEDERLAND | 80.10 | 396884 | |
| ENTERGY | 7.04 | 396905 | |
| ENTERGY | 965.24 | 396906 | |
| MUNRO'S | 18.45 | 396930 | |
| RITTER @ HOME | 101.89 | 396944 | |
| SETZER HARDWARE, INC. | 13.72 | 396949 | |
| SKILLPATH, INC. | 99.00 | 396952 | |
| SMART'S TRUCK & TRAILER, INC. | 31.30 | 396953 | |
| WHITE TIRE | 497.36 | 396977 | |
| BUMPER TO BUMPER | 195.92 | 397031 | |
| JEFFERSON COUNTY CREDIT CARDS | 46.72 | 397075 | |
| RELADYNE | 110.56 | 397125 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 149.50 | 397126 | 2,316.80** |
| ROAD & BRIDGE PCT. # 3 | | | |
| FARM & HOME SUPPLY | 36.11 | 396896 | |
| GULF COAST AUTOMOTIVE, INC. | 15.00 | 396904 | |
| ENTERGY | 395.26 | 396905 | |
| MUNRO'S | 18.23 | 396930 | |
| OFFICE DEPOT | 347.40 | 396935 | |
| W. JEFFERSON COUNTY M.W.D. | 29.04 | 396974 | |
| STRATTON INC. | 43.63 | 396975 | 884.67** |
| ROAD & BRIDGE PCT.#4 | | | |
| SPIDLE & SPIDLE | 1,087.60 | 396866 | |
| CASH ADVANCE ACCOUNT | 334.24 | 396916 | |
| M&D SUPPLY | .96 | 396923 | |
| MUNRO'S | 72.93 | 396930 | |
| SMART'S TRUCK & TRAILER, INC. | 440.36 | 396953 | |
| SUTHERLAND LUMBER CO. | 92.81 | 396957 | |
| TRI-CON, INC. | 6,326.68 | 396966 | |
| W. JEFFERSON COUNTY M.W.D. | 219.00 | 396974 | |
| ZEE MEDICAL SERVICE | 73.21 | 396979 | |
| A-1 MAIDA FENCE CO. | 1,300.00 | 396995 | |
| UNITED STATES POSTAL SERVICE | 1.61 | 397005 | |
| SIERRA SPRING WATER CO. - BT | 54.41 | 397007 | |
| MARTIN PRODUCT SALES LLC | 2,349.37 | 397044 | |
| KNIFE RIVER | 179.07 | 397050 | |
| INTERSTATE ALL BATTERY CENTER - BMT | 100.95 | 397065 | |
| ON TIME TIRE | 61.99 | 397094 | |
| SAM'S CLUB DIRECT | 251.28 | 397099 | |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 240.84 | 397133 | |
| PETROLEUM MATERIALS LLC | 156.00 | 397143 | 13,343.31** |
| PARKS & RECREATION | | | |
| CITY OF PORT ARTHUR - WATER DEPT. | 112.22 | 396883 | |
| AT&T | 28.86 | 396956 | |
| W. JEFFERSON COUNTY M.W.D. | 50.26 | 396974 | 191.34** |
| GENERAL FUND | | | |
| GERMER PLLC | 8,699.78 | 396991 | |
| SOUTHEAST TEXAS ECONOMIC | 21,113.15 | 397023 | 29,812.93* |
| TAX OFFICE | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|----------|-----------|-----------|
| SOUTHEAST TEXAS WATER | 298.45 | 396955 | |
| AT&T | 101.76 | 396956 | |
| ZEE MEDICAL SERVICE | 74.23 | 396979 | |
| UNITED STATES POSTAL SERVICE | 869.93 | 397005 | |
| UNITED STATES POSTAL SERVICE | 14.88 | 397006 | |
| COUNTY HUMAN RESOURCES | | | 1,359.25* |
| PRE CHECK, INC. | 182.00 | 397000 | |
| UNITED STATES POSTAL SERVICE | 5.68 | 397005 | |
| AUDITOR'S OFFICE | | | 187.68* |
| UNITED STATES POSTAL SERVICE | 23.59 | 397005 | |
| COUNTY CLERK | | | 23.59* |
| UNITED STATES POSTAL SERVICE | 349.63 | 397005 | |
| UNITED STATES POSTAL SERVICE | 90.38 | 397006 | |
| THOMSON REUTER TAX & ACCNTG INC R&G | 1,975.00 | 397054 | |
| COUNTY JUDGE | | | 2,415.01* |
| JAN GIROUARD & ASSOCIATES | 600.00 | 396901 | |
| UNITED STATES POSTAL SERVICE | 44.85 | 397005 | |
| FRANCES BLAIR BETHEA | 200.00 | 397071 | |
| JEFFERSON COUNTY CREDIT CARDS | 230.00 | 397075 | |
| MARJORIE RUTH PERRY | 500.00 | 397079 | |
| DUNHAM HALLMARK PLLC | 200.00 | 397083 | |
| JUSTIN G SANDERSON | 500.00 | 397110 | |
| THOMSON REUTERS-WEST | 116.58 | 397114 | |
| RISK MANAGEMENT | | | 2,391.43* |
| UNITED STATES POSTAL SERVICE | 1.91 | 397005 | |
| COUNTY TREASURER | | | 1.91* |
| UNITED STATES POSTAL SERVICE | 202.08 | 397005 | |
| PURCHASING DEPARTMENT | | | 202.08* |
| NIGP, INC. | 505.00 | 396931 | |
| UNITED STATES POSTAL SERVICE | 40.81 | 397005 | |
| GENERAL SERVICES | | | 545.81* |
| CASH ADVANCE ACCOUNT | 110.00 | 396916 | |
| OLMSTED-KIRK PAPER | 2,028.00 | 396936 | |
| VERIZON WIRELESS | 303.92 | 397001 | |
| JEFFERSON COUNTY CREDIT CARDS | 4.12 | 397075 | |
| DYNAMEX INC | 277.76 | 397130 | |
| ANTHONY ICENOGLI | 4,782.83 | 397140 | |
| SPOK INC | 3.00 | 397152 | |
| DATA PROCESSING | | | 7,509.63* |
| GUARDIAN FORCE | 36.00 | 396862 | |
| OFFICE DEPOT | 148.77 | 396935 | |
| CRYSTAL SANDERS | 520.24 | 397049 | |
| SPOK INC | 12.05 | 397152 | |
| VOTERS REGISTRATION DEPT | | | 717.06* |
| UNITED STATES POSTAL SERVICE | 50.48 | 397005 | |
| COASTAL BUSINESS FORMS | 950.74 | 397111 | |
| ELECTIONS DEPARTMENT | | | 1,001.22* |
| SANITARY SUPPLY, INC. | 14.46 | 396946 | |
| REECE SUPPLY COMPANY | 1,337.46 | 397025 | |
| CAROLYN GUIDRY | 556.35 | 397037 | |
| DISTRICT ATTORNEY | | | 1,908.27* |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------------|-----------|-----------|------------|
| AAA LOCK & SAFE | 16.50 | 396858 | |
| JEFFERSON CTY. DISTRICT ATTORNEY | 15,720.00 | 396913 | |
| JONES MCCLURE PUBLISHING, INC. | 197.00 | 396918 | |
| MANNINGS SCHOOL SUPPLY | 2,170.75 | 396925 | |
| JOHN NELSON | 273.28 | 396932 | |
| OFFICE DEPOT | 586.19 | 396935 | |
| ELIZABETH PARKS | 64.80 | 396937 | |
| TEXAS DISTRICT & COUNTY ATTY ASSN. | 875.00 | 396961 | |
| UNITED STATES POSTAL SERVICE | 255.33 | 397005 | |
| UNITED STATES POSTAL SERVICE | 2.17 | 397006 | |
| KIM HOBBS | 27.22 | 397127 | |
| THE CENTER FOR AMERICAN AND | 150.00 | 397153 | |
| DISTRICT CLERK | | | 20,338.24* |
| UNITED STATES POSTAL SERVICE | 232.40 | 397005 | |
| CRIMINAL DISTRICT COURT | | | 232.40* |
| DAVID W BARLOW | 4,167.00 | 396876 | |
| DONALD W. DUESLER & ASSOC. | 1,617.22 | 396891 | |
| DONALD W. DUESLER & ASSOC. | 8,334.00 | 396892 | |
| LEAH HAYES | 43.65 | 396910 | |
| RENE MULHOLLAND | 1,852.70 | 396971 | |
| UNITED STATES POSTAL SERVICE | 10.00 | 397005 | |
| RAQUEL WEST | 8,334.00 | 397018 | |
| JOHN STEVENS JR | 414.88 | 397047 | |
| C. HADEN CRIBBS JR., PC | 8,334.00 | 397092 | |
| 58TH DISTRICT COURT | | | 33,107.45* |
| UNITED STATES POSTAL SERVICE | .81 | 397005 | |
| 60TH DISTRICT COURT | | | .81* |
| CASH ADVANCE ACCOUNT | 1,006.55 | 396916 | |
| OFFICE DEPOT | 101.38 | 396935 | |
| UNITED STATES POSTAL SERVICE | .41 | 397005 | |
| 252ND DISTRICT COURT | | | 1,108.34* |
| GAYLYN COOPER | 255.60 | 396864 | |
| DAVID W BARLOW | 4,167.00 | 396876 | |
| TEXAS COURT REPORTERS ASSOCIATION | 150.00 | 396962 | |
| MIKE VAN ZANDT | 1,864.45 | 396969 | |
| MIKE VAN ZANDT | 8,334.00 | 396970 | |
| BRACK JONES JR. | 8,333.33 | 396987 | |
| UNITED STATES POSTAL SERVICE | 122.52 | 397005 | |
| SHEIGH SUMMERLIN | 8,333.33 | 397039 | |
| KIMBERLY R. BROUSSARD | 155.20 | 397060 | |
| 279TH DISTRICT COURT | | | 31,715.43* |
| PHILLIP DOWDEN | 650.00 | 396870 | |
| LINDA C. CANSLER | 1,050.00 | 396879 | |
| LAIRO DOWDEN, JR. | 325.00 | 396889 | |
| ANITA F. PROVO | 75.00 | 396943 | |
| CHARLES ROJAS | 75.00 | 396992 | |
| UNITED STATES POSTAL SERVICE | 1.40 | 397005 | |
| STEFANIE L. ADAMS, ATTORNEY AT LAW | 75.00 | 397077 | |
| TARA SHELANDER | 150.00 | 397141 | |
| 317TH DISTRICT COURT | | | 2,401.40* |
| TEXAS COURT REPORTERS ASSOCIATION | 150.00 | 396962 | |
| UNITED STATES POSTAL SERVICE | 1.92 | 397005 | |
| JUSTICE COURT-PCT 1 PL 1 | | | 151.92* |
| UNITED STATES POSTAL SERVICE | 31.30 | 397005 | |
| JUSTICE COURT-PCT 4 | | | 31.30* |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|----------|-----------|-----------|
| HERNANDEZ OFFICE SUPPLY, INC. | 135.79 | 396911 | 135.79* |
| JUSTICE COURT-PCT 6 | | | |
| UNITED STATES POSTAL SERVICE | 49.68 | 397005 | 49.68* |
| JUSTICE OF PEACE PCT. 8 | | | |
| UNITED STATES POSTAL SERVICE | 322.16 | 397006 | 322.16* |
| COUNTY COURT AT LAW NO.1 | | | |
| TEXAS COURT REPORTERS ASSOCIATION | 150.00 | 396963 | |
| UNITED STATES POSTAL SERVICE | .41 | 397005 | |
| SIERRA SPRING WATER CO. - BT | 64.54 | 397008 | 214.95* |
| COUNTY COURT AT LAW NO. 2 | | | |
| LAIRO DOWDEN, JR. | 250.00 | 396889 | |
| TRAVIS EVANS | 250.00 | 396895 | |
| MIKE LAIRD, ATTORNEY AT LAW | 250.00 | 396921 | |
| MARVA PROVO | 250.00 | 396942 | |
| UNITED STATES POSTAL SERVICE | 9.41 | 397005 | |
| ALEX BILL III | 300.00 | 397080 | |
| THE DAWS LAW FIRM PLLC | 250.00 | 397132 | 1,559.41* |
| COUNTY COURT AT LAW NO. 3 | | | |
| DONALD BOUDREAUX | 250.00 | 396878 | |
| TRAVIS EVANS | 300.00 | 396895 | |
| CASH ADVANCE ACCOUNT | 902.21 | 396916 | |
| CHARLES ROJAS | 800.00 | 396992 | |
| JOHN D WEST | 250.00 | 396998 | |
| UNITED STATES POSTAL SERVICE | 25.58 | 397005 | |
| RYAN GERTZ | 300.00 | 397070 | |
| AUDWIN M SAMUEL | 250.00 | 397121 | |
| DANE DENNISON | 250.00 | 397142 | 3,327.79* |
| COURT MASTER | | | |
| LEONARD J. GIBLIN, JR. | 3,450.00 | 396899 | |
| JUDGE LARRY GIST | 2,507.92 | 396900 | |
| HAROLD PLESSALA | 3,800.00 | 396941 | |
| UNITED STATES POSTAL SERVICE | 2.03 | 397005 | 9,759.95* |
| MEDIATION CENTER | | | |
| UNITED STATES POSTAL SERVICE | 8.53 | 397005 | 8.53* |
| SHERIFF'S DEPARTMENT | | | |
| AVIALL | 778.92 | 396873 | |
| CITY OF NEDERLAND | 48.80 | 396884 | |
| FED EX | 112.01 | 396897 | |
| ENTERGY | 1,394.50 | 396905 | |
| KAY ELECTRONICS, INC. | 1,042.10 | 396919 | |
| OFFICE DEPOT | 133.85 | 396935 | |
| AT&T | 31.28 | 396956 | |
| WASTE MGT. GOLDEN TRIANGLE, INC. | 72.11 | 396973 | |
| SUPERIOR SUPPLY & STEEL | 532.00 | 396994 | |
| UNITED STATES POSTAL SERVICE | 1,369.56 | 397005 | |
| FIVE STAR FEED | 789.80 | 397024 | |
| EAR PHONE CONNECTION | 1,047.97 | 397069 | |
| RITA HURT | 275.00 | 397090 | |
| THOMSON REUTERS-WEST | 510.90 | 397114 | |
| PREVENTION & TREATMENT RESOURCE PRE | 405.00 | 397151 | 8,543.80* |
| CRIME LABORATORY | | | |
| GUARDIAN FORCE | 45.00 | 396862 | |
| AGILENT TECHNOLOGIES | 589.30 | 396867 | |
| FISHER SCIENTIFIC | 294.22 | 396898 | |
| W.W. GRAINGER, INC. | 108.00 | 396903 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|-------------|
| OFFICE DEPOT | 80.89 | 396935 | |
| HENRY SCHEIN, INC. | 580.13 | 396947 | |
| LARRY'S REFRIGERATION | 192.50 | 396996 | |
| AIRGAS SOUTHWEST | 76.00 | 397055 | |
| CAYMAN CHEMICAL COMPANY | 165.00 | 397072 | |
| JAIL - NO. 2 | | | 2,131.04* |
| AVIALL | 196.53 | 396873 | |
| BOB BARKER CO., INC. | 225.00 | 396875 | |
| W.W. GRAINGER, INC. | 683.63 | 396903 | |
| ENTERGY | 51,136.33 | 396905 | |
| HERNANDEZ OFFICE SUPPLY, INC. | 2,280.55 | 396911 | |
| JACK BROOKS REGIONAL AIRPORT | 4,312.79 | 396915 | |
| M&D SUPPLY | 76.39 | 396923 | |
| RALPH'S INDUSTRIAL ELECTRONICS | 65.51 | 396945 | |
| SANITARY SUPPLY, INC. | 4,325.02 | 396946 | |
| SCOOTER'S LAWNMOWERS | 987.93 | 396948 | |
| WILLBANKS & ASSOCIATES | 447.54 | 396978 | |
| 10-32 SUPPLY | 527.00 | 396981 | |
| CLASSEN BUCK SEMINAR INC | 133.00 | 396983 | |
| CDW COMPUTER CENTERS, INC. | 159.89 | 396990 | |
| TOTAL SAFETY, INC. | 640.00 | 396993 | |
| SUPERIOR SUPPLY & STEEL | 66.00 | 396994 | |
| LOWE'S HOME CENTERS, INC. | 37.56 | 397015 | |
| LONE STAR UNIFORMS, INC. | 562.50 | 397016 | |
| CODE BLUE | 1,823.25 | 397028 | |
| WORLD FUEL SERVICES | 2,438.13 | 397067 | |
| FIVE STAR CORRECTIONAL SERVICE | 37,085.34 | 397073 | |
| TITAN TESTING | 836.68 | 397081 | |
| CONSTELLATION NEWENERGY - GAS DIVIS | 3,482.04 | 397106 | |
| CONMED INC | 1,230.50 | 397107 | |
| MARK BEADLE | 16.80 | 397113 | |
| KROPP HOLDINGS INC | 4,410.37 | 397122 | |
| JUVENILE PROBATION DEPT. | | | 118,186.28* |
| G. FRAN HUDGINS | 1,300.00 | 396912 | |
| ELAINE MADOLE | 141.68 | 396924 | |
| LARONDA TURNER | 53.20 | 396938 | |
| CHERYL TARVER | 134.40 | 396982 | |
| UNITED STATES POSTAL SERVICE | 15.95 | 397005 | |
| SHARON STREETMAN | 44.80 | 397041 | |
| NISHA AMIN | 1,600.00 | 397052 | |
| RASHUNDA FLETCHER | 226.24 | 397058 | |
| BRIA LYNCH | 15.68 | 397059 | |
| JOSH CUYOS | 155.68 | 397135 | |
| SPOK INC | 48.20 | 397152 | |
| JUVENILE DETENTION HOME | | | 3,735.83* |
| AAA LOCK & SAFE | 75.00 | 396858 | |
| LABATT FOOD SERVICE | 2,301.97 | 396871 | |
| ENTERGY | 10,477.53 | 396905 | |
| MOORE SERVICE CO., INC. | 577.90 | 396929 | |
| AT&T | 682.55 | 396956 | |
| FLOWERS FOODS | 95.06 | 397026 | |
| VANSHECA SANDERS-CHEVIS | 900.00 | 397048 | |
| BROTHERS PRODUCE | 288.73 | 397089 | |
| CONSTABLE PCT 1 | | | 15,398.74* |
| UNITED STATES POSTAL SERVICE | 35.76 | 397005 | |
| CONSTABLE-PCT 4 | | | 35.76* |
| KAY ELECTRONICS, INC. | 4.46 | 396919 | |
| CONSTABLE-PCT 6 | | | 4.46* |
| UNITED STATES POSTAL SERVICE | 4.87 | 397005 | |
| JEFFERSON COUNTY CREDIT CARDS | 75.00 | 397075 | |
| CONSTABLE PCT. 8 | | | 79.87* |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|----------|-----------|-----------|
| CASH ADVANCE ACCOUNT | 904.88 | 396916 | 904.88* |
| COUNTY MORGUE | | | |
| BJ TRANSPORT SERVICE, INC. | 9,166.66 | 396874 | 9,166.66* |
| AGRICULTURE EXTENSION SVC | | | |
| TERRIE S. LOONEY | 67.76 | 396859 | |
| POND BOSS, INC. | 37.88 | 397010 | |
| M J EBELING | 58.80 | 397104 | 164.44* |
| HEALTH AND WELFARE NO. 1 | | | |
| AMERICAN PUBLIC HEALTH ASSOCIATION | 100.00 | 396868 | |
| CITY OF BEAUMONT | 37.87 | 396869 | |
| CLAYBAR FUNERAL HOME, INC. | 2,371.75 | 396885 | |
| ENTERGY | 75.00 | 396909 | |
| AUSTIN CECIL WALKES MD PA | 2,932.58 | 396972 | |
| UNITED STATES POSTAL SERVICE | 65.47 | 397005 | |
| CENTERPOINT ENERGY RESOURCES CORP | 25.95 | 397034 | |
| MORBIDITY & MORTALITY WEEKLY REPORT | 39.50 | 397051 | |
| TINA CHAMPAGNE | 31.92 | 397057 | |
| SPOK INC | 22.82 | 397152 | 5,702.86* |
| HEALTH AND WELFARE NO. 2 | | | |
| AMERICAN PUBLIC HEALTH ASSOCIATION | 100.00 | 396868 | |
| OFFICE DEPOT | 532.05 | 396935 | |
| AUSTIN CECIL WALKES MD PA | 2,932.58 | 396972 | |
| UNITED STATES POSTAL SERVICE | 282.61 | 397006 | |
| MORBIDITY & MORTALITY WEEKLY REPORT | 39.50 | 397051 | |
| SPOK INC | 7.69 | 397152 | 3,894.43* |
| CHILD WELFARE UNIT | | | |
| DISA, INC. | 219.00 | 396890 | |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 316.55 | 397012 | |
| J.C. PENNEY'S | 1,266.85 | 397013 | |
| SEARS COMMERCIAL CREDIT | 149.70 | 397014 | |
| KEYANA HAILEY PAYEE | 20.00 | 397020 | |
| TYMIR WILSON PAYEE | 50.00 | 397042 | |
| CHUMARI WILSON PAYEE | 20.00 | 397043 | |
| TAYLOR SAVOY PAYEE | 20.00 | 397045 | |
| TYLER SAVOY PAYEE | 20.00 | 397046 | |
| J'LYNN HENDRIX | 20.00 | 397064 | |
| SIDNEY SCYPION | 20.00 | 397068 | |
| DIAMOND DELFIERRO PAYEE | 20.00 | 397078 | |
| KRISTIN SIMONS PAYEE | 20.00 | 397084 | |
| ANTHONY DISOMBA PAYEE | 20.00 | 397085 | |
| AARON VINSON | 20.00 | 397086 | |
| CONNOR BELDEN | 20.00 | 397087 | |
| WILLIAM GILBERT | 20.00 | 397088 | |
| ALYJAH HALEY | 20.00 | 397091 | |
| RHONDA PRUDHOMME | 20.00 | 397093 | |
| BETTY PRICE | 20.00 | 397095 | |
| LAFRONIA BATISTE | 20.00 | 397096 | |
| TOKEBA HUGHEY PAYEE | 20.00 | 397097 | |
| DE'ANDRE HUGHEY | 20.00 | 397098 | |
| MENOSHA MILES PAYEE | 50.00 | 397100 | |
| ROBIN FRANK PAYEE | 20.00 | 397101 | |
| ARIANNA HALEY | 20.00 | 397108 | |
| QUINN DIXON PAYEE | 20.00 | 397109 | |
| HUNTER LACROIX | 20.00 | 397115 | |
| JOSEPH SALDANA PAYEE | 15.00 | 397116 | |
| KAYANA SIMON PAYEE | 50.00 | 397117 | |
| VERNON HARMON PAYEE | 15.00 | 397118 | |
| WILSON HARMON JR | 15.00 | 397119 | |
| MAKAYLEE ANDERSON | 20.00 | 397124 | |
| ERNESTO MIRANDA PAYEE | 20.00 | 397128 | |
| DAISY MIRELES PAYEE | 20.00 | 397129 | |
| TAMIA GOODMAN PAYEE | 20.00 | 397131 | |
| ABBIE BLANDFORD | 20.00 | 397134 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-----------------------------------|-----------|-----------|------------|
| ASHANTI M MCCRAY | 20.00 | 397136 | |
| FATIMA ZAVALA | 20.00 | 397137 | |
| AAYARRII CEASAR | 20.00 | 397138 | |
| TRELIN FARR | 20.00 | 397139 | |
| KARL GREEN PAYEE | 20.00 | 397146 | |
| KELSEY LONGORIA | 20.00 | 397147 | |
| TONI GREEN PAYEE | 20.00 | 397148 | |
| TYTIANA WELLS IGARST | 20.00 | 397149 | |
| WILLIAM GREEN | 20.00 | 397150 | |
| ZERRICK BRAZIER PAYEE | 15.00 | 397154 | |
| ZARIAH BRAZIER PAYEE | 15.00 | 397155 | |
| ZADEN GONZALES PAYEE | 15.00 | 397156 | |
| KAYLEE BERRY PAYEE | 15.00 | 397157 | |
| JUSTICE L BOLDEN | 15.00 | 397158 | |
| JOSHUA L TAYLOR | 15.00 | 397159 | |
| DYLAN GERVACIO PAYEE | 15.00 | 397160 | |
| ENVIRONMENTAL CONTROL | | | 2,972.10* |
| COLE INFORMATION SERVICES | 379.95 | 397030 | 379.95* |
| INDIGENT MEDICAL SERVICES | | | |
| CARDINAL HEALTH 110 INC | 12,934.97 | 397120 | 12,934.97* |
| MAINTENANCE-BEAUMONT | | | |
| AAA LOCK & SAFE | 125.00 | 396858 | |
| BINSWANGER GLASS CO. | 1,031.00 | 396877 | |
| CINTAS, INC. | 233.48 | 396881 | |
| COBURN'S, BEAUMONT BOWIE (1) | .60 | 396886 | |
| ECOLAB | 209.95 | 396893 | |
| ENTERGY | 8,470.96 | 396905 | |
| JOHNSON SUPPLY | 192.20 | 396917 | |
| M&D SUPPLY | 175.08 | 396923 | |
| MCCOWN PAINT & SUPPLY OF TEXAS | 74.95 | 396927 | |
| AT&T | 905.46 | 396956 | |
| ACADIAN HARDWOODS, BEAUMONT | 105.77 | 397017 | |
| CENTERPOINT ENERGY RESOURCES CORP | 292.10 | 397033 | |
| LANDSCAPER'S WHOLESALE MARKET | 183.18 | 397082 | |
| QUINCY COMPRESSOR LLC | 627.60 | 397144 | 12,627.33* |
| MAINTENANCE-PORT ARTHUR | | | |
| GUARDIAN FORCE | 216.00 | 396862 | |
| ALL-PHASE ELECTRIC SUPPLY | 100.98 | 396887 | |
| GOLD CREST ELECTRIC CO., INC. | 1,410.86 | 396902 | |
| SANITARY SUPPLY, INC. | 56.25 | 396946 | |
| WOODWORKERS PARADISE | 23.58 | 396988 | |
| SOLAR | 137.87 | 397011 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 2,524.60 | 397126 | 4,357.64* |
| MAINTENANCE-MID COUNTY | | | |
| CITY OF NEDERLAND | 66.45 | 396884 | |
| ENTERGY | 3,627.45 | 396905 | |
| NOACK LOCKSMITH | 9.25 | 396933 | |
| ACE IMAGEWEAR | 27.91 | 396950 | |
| AT&T | 684.27 | 396956 | |
| W. JEFFERSON COUNTY M.W.D. | 60.52 | 396974 | |
| NEDERLAND HARDWARE SUPPLY | 24.47 | 396976 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 1,925.52 | 397126 | 6,425.84* |
| SERVICE CENTER | | | |
| ACTION AUTO GLASS | 49.95 | 396865 | |
| CARQUEST AUTO PARTS # 96 | 309.27 | 396880 | |
| W.W. GRAINGER, INC. | 254.32 | 396903 | |
| M&D SUPPLY | 81.77 | 396923 | |
| PHILPOTT MOTORS, INC. | 257.19 | 396940 | |
| TRI-CON, INC. | 209.77 | 396966 | |
| UNITED PARCEL SERVICE | 23.10 | 396968 | |
| ORANGE COUNTY ASSOCIATION FOR | 345.96 | 396984 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------------|----------|-----------|--------------|
| BUMPER TO BUMPER | 319.00 | 397031 | |
| AMERICAN TIRE DISTRIBUTORS | 535.86 | 397061 | |
| UNIFIRST HOLDINGS INC | 22.23 | 397066 | 2,408.42* |
| VETERANS SERVICE | | | |
| UNITED STATES POSTAL SERVICE | 3.78 | 397005 | |
| UNITED STATES POSTAL SERVICE | 8.90 | 397006 | |
| HILARY GUEST | 121.20 | 397021 | 133.88* |
| | | | 362,730.60** |
| MOSQUITO CONTROL FUND | | | |
| CITY OF NEDERLAND | 45.45 | 396884 | |
| ALL-PHASE ELECTRIC SUPPLY | 24.37 | 396887 | |
| ENTERGY | 855.08 | 396905 | |
| JACK BROOKS REGIONAL AIRPORT | 4,079.41 | 396915 | |
| MUNRO'S | 98.95 | 396930 | |
| SANITARY SUPPLY, INC. | 87.80 | 396946 | |
| AT&T | 29.97 | 396956 | |
| WASTE MGT. GOLDEN TRIANGLE, INC. | 79.12 | 396973 | |
| CROP PRODUCTION SERVICES | 4,050.00 | 397063 | |
| PARKER LUMBER | 20.76 | 397074 | 9,370.91** |
| SECURITY FEE FUND | | | |
| GUARDIAN FORCE | 490.00 | 396862 | 490.00** |
| EMPG GRANT | | | |
| COTTON CARGO | 4,714.00 | 396888 | 4,714.00** |
| JUVENILE TJPC-A-2014-123 | | | |
| PEGASUS SCHOOL | 4,591.41 | 396939 | |
| VICTORIA COUNTY JUVENILE SERVICES | 4,575.00 | 397053 | |
| SPOK INC | 19.74 | 397152 | 9,186.15** |
| JUVENILE PROB & DET. FUND | | | |
| VICTORIA COUNTY JUVENILE SERVICES | 2,058.00 | 397053 | 2,058.00** |
| COMMUNITY SUPERVISION FND | | | |
| MARK M ASTERIS JR. | 152.32 | 396872 | |
| CASH ADVANCE ACCOUNT | 1,333.46 | 396916 | |
| OFFICE DEPOT | 2,544.57 | 396935 | |
| TIME WARNER COMMUNICATIONS | 80.19 | 396960 | |
| INTERFACE EAP | 2,039.40 | 396985 | |
| CDW COMPUTER CENTERS, INC. | 18.33 | 396990 | |
| UNITED STATES POSTAL SERVICE | 128.17 | 397005 | |
| UNITED STATES POSTAL SERVICE | 268.30 | 397006 | |
| JEFFERSON COUNTY CREDIT CARDS | 4.54 | 397075 | |
| JCCSC | 324.00 | 397076 | 6,893.28** |
| JEFF. CO. WOMEN'S CENTER | | | |
| CITY OF BEAUMONT - WATER DEPT. | 855.96 | 396882 | |
| CASH ADVANCE ACCOUNT | 792.12 | 396916 | |
| KINDRA, DBA J&R SERVICES | 248.00 | 396920 | |
| LUBE SHOP | 123.72 | 396922 | |
| M&D SUPPLY | 279.22 | 396923 | |
| MARKET BASKET | 449.88 | 396926 | |
| KIM MCKINNEY, LPC, LMFT | 300.00 | 396928 | |
| SANITARY SUPPLY, INC. | 978.34 | 396946 | |
| SOUTHEAST TEXAS MEDICAL ASSOCIATES | 20.00 | 396954 | |
| SYSCO FOOD SERVICES, INC. | 2,998.47 | 396958 | |
| TIME WARNER COMMUNICATIONS | 38.24 | 396959 | |
| PETTY CASH - RESTITUTION I | 82.79 | 396980 | |
| VINCENT'S A/C | 199.63 | 397002 | |
| TOWER COMMUNICATIONS, INC. | 60.00 | 397003 | |
| BEN E KEITH FOODS | 2,067.71 | 397027 | |
| CENTERPOINT ENERGY RESOURCES CORP | 356.65 | 397033 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-----------------------------------|-----------|-----------|--------------|
| SAM'S CLUB DIRECT | 328.82 | 397099 | |
| SPOK INC | 16.38 | 397152 | |
| COMMUNITY CORRECTIONS PRG | | | 10,195.93** |
| JAN CHESSON | 93.52 | 396965 | |
| DEPUTY SHERIFF EDUCATION | | | 93.52** |
| CASH ADVANCE ACCOUNT | 320.70 | 396916 | |
| HOTEL OCCUPANCY TAX FUND | | | 320.70** |
| CITY OF BEAUMONT - WATER DEPT. | 205.78 | 396882 | |
| MUNRO'S | 29.25 | 396930 | |
| AT&T | 173.03 | 396956 | |
| ZEE MEDICAL SERVICE | 98.89 | 396979 | |
| UNITED STATES POSTAL SERVICE | 8.26 | 397005 | |
| MATERA PAPER COMPANY INC | 47.37 | 397112 | |
| SOUTHEAST TEXAS.COM | 150.00 | 397123 | |
| FBI FIRING RANGE REPAIR | | | 712.58** |
| UNITED RENTALS | 691.21 | 397036 | |
| KNIFE RIVER | 3,321.50 | 397050 | |
| CAPITAL PROJECTS FUND | | | 4,012.71** |
| OFFICE DEPOT | 223.60 | 396935 | |
| AIRPORT FUND | | | 223.60** |
| A&B OUTDOOR EQUIPMENT | 113.93 | 396860 | |
| HILO / O'REILLY AUTO PARTS | 9.99 | 396861 | |
| AIRPORT LIGHTING COMPANY | 4,875.00 | 396863 | |
| CITY OF NEDERLAND | 552.56 | 396884 | |
| ALL-PHASE ELECTRIC SUPPLY | 565.00 | 396887 | |
| SIMCO ENTERPRISES, LTD | 8,625.00 | 396894 | |
| ENTERGY | 18,794.29 | 396908 | |
| RITTER @ HOME | 97.32 | 396944 | |
| SANITARY SUPPLY, INC. | 25.23 | 396946 | |
| SCOOTER'S LAWNMOWERS | 156.25 | 396948 | |
| SHERWIN-WILLIAMS | 18.01 | 396951 | |
| TEXAS DEPT OF AGRICULTURE | 220.80 | 396964 | |
| COKER DOORS & MOLDING CO. | 1,029.00 | 396986 | |
| HOWARD'S AUTO SUPPLY | 71.83 | 396989 | |
| CUMULUS BROADCASTING, INC. | 11,049.97 | 396997 | |
| E. SULLIVAN ADVERTISING & DESIGN | 7,105.00 | 396999 | |
| THYSSENKRUPP AIRPORT SYS. | 1,490.00 | 397009 | |
| LOWE'S HOME CENTERS, INC. | 11.08 | 397015 | |
| SOUTHEAST TEXAS ECONOMIC | 1,500.00 | 397022 | |
| MARTIN PRODUCT SALES LLC | 191.20 | 397044 | |
| KNIFE RIVER | 286.45 | 397050 | |
| ASCENT AVIATION GROUP INC | 99,750.16 | 397056 | |
| JAN PAK, INC | 499.95 | 397062 | |
| UNIFIRST HOLDINGS INC | 87.25 | 397066 | |
| CRAWFORD ELECTRIC SUPPLY COMPANY | 43.44 | 397103 | |
| ADVANCE AUTO PARTS | 254.93 | 397105 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 4,340.22 | 397126 | |
| SETEC FUND | | | 161,763.86** |
| ALLIANCE MECHANICAL SERVICES | 2,000.00 | 397029 | |
| LIABILITY CLAIMS ACCOUNT | | | 2,000.00** |
| PORTNER BOND PLLC | 13,622.41 | 397102 | |
| WORKER'S COMPENSATION FD | | | 13,622.41** |
| TRISTAR RISK MANAGEMENT | 12,079.79 | 397035 | |
| SHERIFF'S FORFEITURE FUND | | | 12,079.79** |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------|--------|-----------|---------------|
| AERO PRODUCTS | 59.21 | 397019 | |
| ONSITE AVIONICS LLC | 240.00 | 397145 | 299.21** |
| MARINE DIVISION | | | |
| JACK BROOKS REGIONAL AIRPORT | 968.91 | 396915 | 968.91** |
| | | | 619,699.05*** |

Amendment to the collective bargaining agreement

BY AND BETWEEN

JEFFERSON COUNTY TEXAS

AND

THE JEFFERSON COUNTY SHERIFF'S ASSOCIATION

The parties to the collective bargaining agreement currently in effect between Jefferson County Texas and The Jefferson County Sheriff's Association amend the contract to incorporate the following:

ARTICLE 20

Section XI

Whenever there is an official emergency closure of all County operations, all approved essential employees (exempt or non-exempt) required to remain at work/report to work will be compensated at their regular rate of pay. In addition, they will receive premium/extraordinary pay at 1 / 2 times their hourly salary for the duration of the emergency closure for all documented time during which work is performed. All hours worked in excess of 40 hours per designated work week will be paid in accordance with FLSA guidelines. The maximum number of work hours which may be recorded for any work day is limited to 24 hours per day during the first 72 hours of the emergency closure and 18 hours per day thereafter. All hours must be documented in a format approved by the County Auditor.

This Amendment to the Agreement shall be effective from the date of ratification from both parties and shall remain in full force and effect until such time as it is superseded by a new contract between the parties or through September 30, 2017, whichever occurs earlier.

Executed in duplicate originals on this the ____th day of August, 2014.

FOR THE COMMISSIONER'S COURT:

FOR THE SHERIFF:

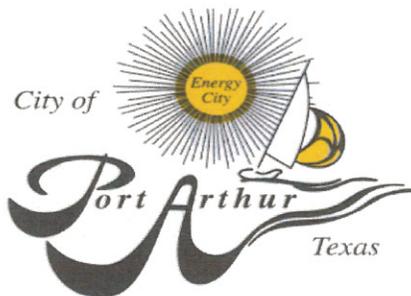
Jeff Branick
County Judge

G. Mitch Woods
Sheriff

FOR THE ASSOCIATION:

William "Ike" Eichelberger
President

DELORIS "BOBBIE" PRINCE, MAYOR
DERRICK FREEMAN, MAYOR PRO TEM



VAL TIZENO
CITY ATTORNEY

COUNCIL MEMBERS:
RAYMOND SCOTT, JR.
TIFFANY HAMILTON
MORRIS ALBRIGHT III
STEPHEN A. MOSELY
WILLIE "BAE" LEWIS, JR.
ROBERT E. WILLIAMSON
KAPRINA RICHARDSON FRANK

July 29, 2014

Mr. Fred L. Jackson
Attorney to County Judge
Jefferson County, Texas
P.O. Box 4025
Beaumont, TX 77704

Dear Mr. Jackson: *Fred*

Please find attached a copy of Resolution No. 14-325, which the City Council approved on July 22, 2014.

I have also attached two copies of the Interlocal Agreement for improvements to Martin J. "Popeye" Holmes Park, which has been executed by Mr. Comeaux, Interim City Manager. Please have Judge Branick execute and return one (1) original back to our office, and retain the other for your records. *LOMA*

Thanks for your usual prompt attention!

Sincerely,

Gwen
Gwen Thibodeaux
Legal Assistant

Enclosures

P. R. No. 18417
07/14/14 gt

RESOLUTION NO. 14-325

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON
COUNTY FOR IMPROVEMENTS TO MARTIN J. "POPEYE"
HOLMES PARK; FUNDED BY THE MAY 2012 BALLOT
PROPOSITION**

WHEREAS, the citizens of the Port Arthur approved a ballot proposition in May of 2012, which allows the City of Port Arthur Section 4A Economic Development Corporation (PAEDC) to fund qualifying park improvement projects; and

WHEREAS, the City and County desire to assist one another for the benefit of their citizens in securing funding through the PAEDC under the Ballot Proposition for the acquisition, installation and maintenance of a filtering system in the fish pond in the Park; and

WHEREAS, this improvement will provide a valid service that each entity is authorized to perform individually; and

WHEREAS, the City will consider the improvements proposed to the Park as a capital project under the Parks, Recreation and Open Space Master Plan to the extent specified and funded by this agreement and if approved for funding by PAEDC, so that the improvements to the Park qualifies for funding under the Ballot Proposition; and

WHEREAS, it is in the best interest of the citizens of the City of Port Arthur to enter into an Interlocal Agreement with

Jefferson County for the improvements to Martin J. "Popeye" Holmes Park, as authorized by Chapter 791 of the Texas Government Code, as delineated in Exhibit "A" attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Manager is herein authorized to execute an Interlocal Agreement for the improvements to Martin J. "Popeye" Holmes Park ("Park"), as authorized by Chapter 791 of the Texas Government Code, as delineated in Exhibit "A" attached hereto.

Section 3. That payment of this service will be made from current revenue of the paying party, based upon an application made by the Commissioner for Precinct 3 of Jefferson County, Texas, and approved by the PAEDC.

Section 4. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 22nd day of July, A.D., 2014, at a Meeting of the City Council of the City of Port Arthur, by the following vote: AYES:

Mayor: Prinos; Mayor Pro Tem Freeman
Councilmembers: Scott, Hamilton, DeBrigh

Lewis, Williamson and Frank,

NOES: None.

Joselin Patten
MAYOR

ATTEST:

Jo Bellard
CITY SECRETARY

APPROVED AS TO FORM:

Val Inzaro
CITY ATTORNEY

APPROVED AS TO ADMINISTRATION:

J. A. Comeaux, P.E.
CITY MANAGER

EXHIBIT "A"

DUPLICATE ORIGINAL CONTRACT FOR

RES/ORD 14-325

PLEASE KEEP FOR
YOUR FILES OR
CONTRACTOR

COUNCIL MEETING

DATE: July 22, 2014

STATE OF TEXAS)
) INTERLOCAL AGREEMENT
 COUNTY OF JEFFERSON)

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

WHEREAS, Jefferson County, Texas through Commissioner Precinct Three (the "County") desires to continue to improve Martin J. "Popeye" Holmes Park (the "Park") located near the Jefferson County Sub-Courthouse in the City of Port Arthur (the "City"), and;

WHEREAS, the City desires to continue to improve parks located within its corporate city limits for the benefit of its citizens including the Park, and;

WHEREAS, the City of Port Arthur passed a ballot proposition in May of 2012 (the "Ballot Proposition") which allows the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") to fund qualifying park improvement projects, and;

WHEREAS, the County and the City desire to assist one another for the benefit of their citizens in securing funding through PAEDC under the Ballot Proposition for the acquisition, installation and maintenance of a filtering system in the fish pond in the Park, and;

WHEREAS, the City will consider the improvements proposed herein to the Park as a capital project in the City's Park Master Facilities Plan to the extent specified and funded by this Agreement and if approved for funding by PAEDC, so that the improvements to the Park qualifies for funding under the Ballot Proposition.

NOW, THEREFORE, BE IT RESOLVED through the actions of the Commissioners Court of Jefferson County, Texas and the City Council of the City of Port Arthur, Texas, as authorized by Chapter 791, Texas Government Code:

City of Port Arthur and Jefferson County hereby agree as follows:

1. The Recitals to this Agreement are incorporated herein as is fully set forth below.
2. Commissioner Precinct 3 of Jefferson County, Texas is authorized to file with the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC"), an Application for Funding Park Improvements, pursuant to the May 2012 Ballot Proposition (the "Ballot Proposition").
3. The Application by the County to PAEDC shall be for improvements to Martin J. "Popeye" Holmes Park (the "Park") located near the Jefferson County Sub-Courthouse in the City for the acquisition, installation and maintenance of a filtering system in the fish pond in the Park.

4. The City will consider the improvements to the Park as if designated as a capital project in the City's park master facilities planned to the extent specified and proposed for funding by this Agreement, and if approved for funding by PAEDC.
5. City and County find and determine that the Park while located on property of the County is immediately adjacent to properties of the City and citizens utilize the Park in the same manner as if a park in the City park system.
6. The County agrees to undertake the maintenance of the improvements specified herein.
7. This Agreement shall be effective upon the date of its final execution by all of the parties hereto and made be terminated upon the providing of a 30 day prior written notice by either party hereto.
8. This Agreement shall be construed in accordance with the Constitution laws of the State of Texas.
9. Neither this Agreement, nor any obligation, covenant, condition or agreement contained herein shall be construed to create the existence of any agency relationship between the parties.
10. Any employee of either the County or City performing any services, pursuant to this Agreement, shall not deem to be the other party, but shall only be the agent of the party for whom they are employed.

Executed on the ____ day of _____, 2014.

 Jeff R. Branick
 Jefferson County Judge



 John A. Comeaux, P.E.,
 Interim City Manager
 City of Port Arthur

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Monday, August 04, 2014 1:02 PM
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: AMENDED Final Plat of Porter Lake Estates - Prect No 3
Attachments: 08-04-2014 AMENDED Finald Plat of Porter Lake Estates.pdf

Gentlemen,

Attached is an AMENDED Final Plat of Porter Lake Estates. This plat is being filed to correct errors in several line distances which were incorrect on the original plat approved last week. Porter Lake Estates, located at the intersection of Kiker and Coon Roads in Commissioner Precinct No. 3 and does not lie within any ETJ.

I will be placing this plat on the Agenda for Monday, August 11th 2014. If you have any questions please feel free to call 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

Regular, August 11, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, August 11, 2014