

**SPECIAL, 9/29/2014 1:30:00 PM**

BE IT REMEMBERED that on September 29, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4  
(ABSENT)

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*  
*September 29, 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  
September 29, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **29th** day of **September 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

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

## **PURCHASING:**

1. Approve specifications for (IFB 14-042/JW), Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County.

**SEE ATTACHMENTS ON PAGES 12 - 42**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 11-040/AW), Term Contract for Herbicides for Jack Brooks Regional Airport (Jefferson County) with Alligare, LLC. and Red River Specialties, Inc. for a third additional (1) one year renewal from October 14, 2014 to October 13, 2015. Proposed price increases and a price decrease are shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 43 - 45**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a preventative maintenance contract with Otis Elevator Company for the Jefferson County Marine Facility, at a cost of \$205.00/ month in accordance with Texas Buy Board Contract # 339-10. Contract term will begin on October 1, 2014 and end on September 30, 2019.

**SEE ATTACHMENTS ON PAGES 46 - 54**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
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4. Consider and approve, execute, receive and file Work Order (No. 7-12-018/KJS) with Garver, LLC, for DBE & AC/DBE Program Goals Update Services for Jack Brooks Regional Airport, for a lump sum cost of \$11,100.00. This contract is funded 90% with FAA A.I.P. Grant No.30 and 10% from Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 55 - 62**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve execute, receive and file Work Order (No. 9-12-018/KJS) with Garver, LLC, for RSA Grading Improvements Construction Phase and Closeout Services for Jack Brooks Regional Airport, for a lump sum cost of \$18,600.00. This contract is funded 90% with FAA A.I.P. Grant No.30 and 10% from Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 63 - 65**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve, execute, receive and file Work Order (No. 10-12-018/KJS) with Garver, LLC, for Taxiway D Improvements Construction Phase and Closeout Services for Jack Brooks Regional Airport, for a lump sum cost of \$97,700.00. This contract is funded 90% with FAA A.I.P. Grant No.30 and 10% from Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 66 - 68**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
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7. Consider and approve, execute, receive and file Work Order (No. 11-12-018/KJS) with Garver, LLC, for Runway 16/34 Rehabilitation Construction Phase and Closeout Services for Jack Brooks Regional Airport, for a lump sum cost of \$12,100.00. This contract is funded 90% with FAA A.I.P. Grant No.30 and 10% from Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 69 - 71**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

8. Consider and approve, execute, receive and file Work Order (No. 12-12-018/KJS) with Garver, LLC, for On Call Services for Jack Brooks Regional Airport, for a lump sum cost of \$20,000.00. This contract is funded 90% with FAA A.I.P. Grant No.30 and 10% from Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 72 - 74**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Consider and approve, execute, receive and file Work Order (No. 13-12-018/KJS) with Garver, LLC, for Runway 12/30 Design and Bidding Phase Services for Jack Brooks Regional Airport, for a lump sum cost of \$552,700.00. This contract is funded 90% with FAA A.I.P. Grant No.30 and 10% from Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 75 - 81**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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10. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 14-043/KJS) with Action Civil Engineers for Engineering Services on Qualifications (RFQ 14-037/KJS) Engineering Services- Community Development Block Grant Program Cheek Phase IV, in the amount of \$36,000.

**SEE ATTACHMENTS ON PAGES 82 - 97**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

11. Consider and approve, execute, receive and file an Agreement with Jefferson County Constable Pct. 4 and Trans Union Risk and Alternative Data Solutions., Inc. (TRADS) formerly (TLO), for Search Engine Access for a period of 12 months beginning October 1, 2014, in an amount of \$70.00/month.

**SEE ATTACHMENTS ON PAGES 98 - 104**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

12. Consider and approve donation of (1) vehicle 2014 Ford F150 Pickup Truck, VIN# 1FTFW1EF3EKF40725 from U.S. Marshall to Jefferson County Sheriff Department.

**SEE ATTACHMENTS ON PAGES 105 - 106**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 107 - 108**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

14. Consider and possibly authorize the County Judge to execute the Cable Relocation Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and Jack Brooks Regional Airport for relocation of FAA conduit or cables for the Runway Safety Area Project.

**SEE ATTACHMENTS ON PAGES 109 - 122**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

15. Consider and approve budget amendment - Transfer Out - purchase of truck - Road & Bridge, Precinct 1.

120-0000-491-8006	CAPITAL PROJECTS FND #311	\$22,723.00	
111-0109-431-6042	TRUCKS & TRAILERS		\$22,723.00

**SEE ATTACHMENTS ON PAGES 123 - 123**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

16. Consider and approve budget transfer - Elections Department - additional cost for postage.

120-1034-414-4052	POSTAGE	\$1,500.00	
120-1034-414-5024	ELECTION EXP.-JUDGES/CLKS		\$1,500.00

**SEE ATTACHMENTS ON PAGES 124 - 124**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

17. Consider and approve budget transfer - 252nd District Court - additional cost.

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120-2037-412-2002	EMPLOYEES' RETIREMENT	\$1,200.00	
120-2037-412-4052	POSTAGE	\$750.00	
120-2037-412-3078	OFFICE SUPPLIES		\$1,200.00
120-2037-412-5077	CONTRACTUAL SERVICE		\$750.00

**SEE ATTACHMENTS ON PAGES 125 - 125**

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

18. Consider and approve budget transfer - Constable, Precinct 1 - additional cost.

120-3065-425-3017	CLOTHING	\$800.00	
120-3065-425-1098	OVERTIME ALLOWANCE		\$800.00

**SEE ATTACHMENTS ON PAGES 126 - 126**

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

19. Consider and approve acceptance of 2014 Port Security Grant. Grant is for \$72,000 with Federal portion being \$54,000 and County portion being \$18,000. Match to be funded by Forfeiture Funds or Marine Unit.

**SEE ATTACHMENTS ON PAGES 127 - 137**

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

20. Regular County Bills - check #398796 through check #399071.

**SEE ATTACHMENTS ON PAGES 138 - 147**

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

**COUNTY COMMISSIONERS:**

21. Consider, possibly approve, authorize the County Judge to execute and receive and file Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Constables Association for October 1, 2014 – September 30, 2017.

**SEE ATTACHMENTS ON PAGES 148 - 180**

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

22. Receive and file executed lease between Jefferson County and Herb and Sherry Schwarznau for boat ramp and parking lot at 3897 MLK Drive, Port Arthur, Texas.

**SEE ATTACHMENTS ON PAGES 181 - 188**

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

23. Consider and approve a Resolution authorizing County Grant to Nutrition Services for Seniors for fiscal year 2014-2015. Resolution allows Nutrition and Services for Seniors to apply for matching grant funds with the State of Texas.

**SEE ATTACHMENTS ON PAGES 189 - 189**

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

24. Consider authorizing Out of State travel by the County Judge for attendance at the NACO Gulf States Counties and Parishes Annual Meeting Oct 14 and 15, 2014 in Biloxi Mississippi. All costs will be paid by Texas Association of Counties.

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

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25. Consider and approve Resolution for 2015 Indigent Defense Formula Grant Application.

**SEE ATTACHMENTS ON PAGES 190 - 190**

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

26. Receive and file order to adopt tax rate at .365 cents per \$100 valuation. Tax rate is .340366 for maintenance and operations and .024634 for debt service.

**SEE ATTACHMENTS ON PAGES 191 - 191**

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

27. Receive and file the 2014 - 2015 Jefferson County Budget.

**SEE ATTACHMENTS ON PAGES 192 - 319**

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

**COUNTY TAX ASSESSOR-COLLECTOR:**

28. Receive and file Continuing Education Transcript for Terry Wuenschel, Interim Tax Assessor- Collector who has successfully completed the continuing education requirements of Sec 6.231 of the Texas Property Tax Code.

**SEE ATTACHMENTS ON PAGES 320 - 321**

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

**Other Business:**

*Notice of Meeting and Agenda and Minutes*  
*September 29, 2014*

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

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

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



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE Advertisement for Invitation for Bids

September 29, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-042/JW, Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts 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.

<b>BID NAME:</b>	<b>Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County</b>
<b>BID NO:</b>	<b>IFB 14-042/JW</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM, Tuesday, November 4, 2014</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701</b>

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 – October 1<sup>st</sup> and October 8th, 2014

**IFB 14-042/JW**  
**Term Contract for Reinforced Concrete Pipe**  
**and Pre-cast Concrete Box Culverts for Jefferson County**

**Bids due: 11:00 AM, Tuesday, November 4, 2014**

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

## Instructions to Bidders

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, TX 77701

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

**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

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Purchase Orders and Payment

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

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

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after 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

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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

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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 14-042/JW.

### Scope

Vendor shall provide Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County subject to the terms and conditions stated herein for an initial period of one year, beginning on or about Date of Award with an option to renew for four (4) additional years.

Tongue and groove reinforced pipe shall comply with Item 464 "Reinforced Concrete Pipe" of the Texas Department of Transportation Standard Specification 2004.

Concrete for pre-cast (machine-made) concrete boxes shall conform to Item 462 "Concrete Box Culverts and Storm Drains" of the Texas Department of Transportation Standard Specifications 2004.

It is not possible to list all concrete materials and products in this bid package. For all items not listed in this package, the bidder shall indicate in the appropriate blank at the end of the item list a percentage to be taken off the list price of any concrete materials and products not other wise listed.

### General Requirements

#### Renewal Option

Jefferson County may consider a renewal option for four (4) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

#### Pricing

Prices shall remain firm for the duration of the contract. **Minimum orders are not acceptable.** Orders will be placed on an as-needed basis. Purchase orders will be released to the successful bidder(s) as required.

#### Award

Jefferson County reserves the right to award this contract to the lowest responsible bidder, to waive any formality or irregularity, and to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court to present evidence concerning his responsibility. If the contractor fails to perform services in accordance with specifications and the contract is terminated, the County reserves the right to award to the next low bidder without re-bidding.

**Delivery**

Delivery will be to various locations in Jefferson County. **All delivery and freight charges are to be included in the bid price.**

**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.

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts 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. 14-042/JW, Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

**No Minimum Orders.**

**All delivery and freight charges are to be included in the bid price.**

Item	Size	Wall	Wt./Ft.	Unit Price per Foot
1	12"	2"	90#	\$_____
2	15"	2¼"	125#	\$_____
3	18"	2½"	160#	\$_____
4	21"	2-¾"	205#	\$_____
5	24"	3"	260#	\$_____
6	27"	3¼"	310#	\$_____
7	30"	3½"	370#	\$_____
8	33"	3-¾"	450#	\$_____
9	36"	4"	520#	\$_____
10	42"	4½"	680#	\$_____
11	48"	5"	850#	\$_____
12	54"	5½"	1050#	\$_____
13	60"	6"	1280#	\$_____
14	72"	7"	1891#	\$_____
15	5' x 4'	Box Culverts		\$_____
16	5' x 3'	Box Culverts		\$_____
17	7' x 3'	Box Culverts		\$_____
18	Other Concrete Products – Discount			%_____

**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

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

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

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

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

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

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

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

## Conflict of Interest Questionnaire

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

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

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

Page 2

**For vendor or other person doing business with local government entity**

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

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

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

Yes       No

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

Yes       No

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

Yes       No

- D. Describe each affiliation or business relationship:

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

7.

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

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

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

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

## 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.

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**FOR HUB OFFICE USE ONLY:**

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

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**PART I. HUB 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.***







## 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.***

**ATTACHMENT A**

IFB 11-040/AW

Term Contract for Herbicides for Jack Brooks Regional Airport (Jefferson County)

**Proposed Price Increases & Decrease**

Item	Description	Container Size	Brand bid	Vendor	Price per Container	PROPOSED PRICES
1A	POLARIS	2.5 gal.	Imazapyrasl	Alligare	\$ 129.85	<b>\$130.35</b>
1B	POLARIS	5 gal. cube	Arsenal Herbicide	Red River	\$ 258.70	
2	Tordon 101	2.5 gal	Picloram+D	Alligare	\$ 54.63	<b>\$63.28</b>
3A	Roundup	2.5 gal	Alecto 41S	Red River	\$ 43.75	
3B	Roundup	5 gal. cube	No Bid			
4	Nalco Trol II	Case	<del>Poly Control 2</del> Elite Secure Ultra*	Red River	\$ 96.00	
5	Krovar I DF	Case	Bromacil 40/40	Alligare	\$ 355.20	<b>\$345.60</b>
6	Oust Extra	4 lb.	Sulfomet Extra	Red River	\$ 111.00	
7	Surfactant	2.5 gal.	<del>Alligare 90</del> Alligare Surface**	Alligare	\$ 16.88	<b>\$19.70</b>
8A	Plateau	1 gal.	Plateau	Red River	\$ 138.00	
8B	Plateau	5 gal. cube	Plateau	Red River	\$ 605.00	
9A	24-D	2.5 gal	DMA 4 IVM	Red River	\$ 35.00	
9B	24-D	5 gal. cube	No bid			
10A	Garlon 4	2.5 gal	Trichpour 4	Alligare	\$110.00	<b>\$116.18</b>
10B	Garlon 4	5 gal. cube	Garlon 4 Ultra	Red River	\$370.00	
11A	Journey	2.5 gal	No bid			
11A	Journey	5 gal. cube	No bid			

\*Item 4: Poly Control 2 product is no longer available. This product has been substituted with: Elite Secure Ultra

\*\*Item 7: Product name change from Alligare 90 to Alligare Surface.**Alligare, LLC.**

13 N. 8th Street  
Opelika, AL 36801  
Contact: Reba Walker  
334-741-9393 phone  
334-741-9395 fax  
rwalker@alligare.com

**Red River Specialties, Inc.**

PO Box 931  
Winnie, TX 77655  
Contact: Yancy Meguess  
409-296-4097 phone  
409-296-3273 fax  
yancy.meguess@rrsi.com

**CONTRACT RENEWAL FOR IFB 11-040/AW**  
**Term Contract for Herbicides for Jack Brooks Regional Airport**  
**(Jefferson County)**

The County entered into a contract with Alligare, LLC. for one (1) year, from October 17, 2011 to October 16, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from October 14, 2014 to October 13, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

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

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

CONTRACTOR:  
Alligare, LLC.

*Robert Walker, Bid Specialist*  
(Name)

**CONTRACT RENEWAL FOR IFB 11-040/AW**  
**Term Contract for Herbicides for Jack Brooks Regional Airport**  
**(Jefferson County)**

The County entered into a contract with Red River Specialties, Inc. for one (1) year, from October 17, 2011 to October 16, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from October 14, 2014 to October 13, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

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Carolyn L. Guidry, County Clerk

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Jeff Branick, County Judge

CONTRACTOR:  
Red River Specialties, Inc.

*Kathy Rosseter*  
\_\_\_\_\_  
(Name)



United Technologies

DATE: 09/17/2014

TO:  
Jefferson County  
1149 Pearl, 7th Floor  
Beaumont, TX 77701

FROM:  
Otis Elevator Company  
8745 Eastex Frwy  
Beaumont, TX 77708

EQUIPMENT LOCATION:  
Jefferson County Marine Facility  
5960 South First Ave  
Sabine Pass, TX 77655

Bryan Hebert  
Phone: (713) 630-5123  
Fax: (860) 660-1502

PROPOSAL NUMBER: ADG795

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY	Marine	611561

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

OTIS MAINTENANCE

contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

## **COMMUNICATION**

### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### **REPORTS – eSERVICE**

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

## **SAFETY AND ENVIRONMENT**

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### **SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

### **SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

## **WORK SCHEDULE**

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### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

## **OWNERSHIP AND LICENSES**

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### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

#### **OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

#### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

#### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

#### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

#### **THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

#### **CLARIFICATIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

#### ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

#### SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict: This agreement will remain in full force and effect only as long as there is funding available each fiscal year.

#### CONTRACT PRICE AND TERM

##### CONTRACT PRICE

**Two hundred five dollars (\$ 205.00 ) per month, payable Annually**

##### PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

##### A. Material

**Twenty dollars and fifty cents (\$ 20.50 )** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **07/01/2014** which was **216.300**.

##### B. Labor

**One hundred eighty-four dollars and fifty cents (\$ 184.50 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2014** which was **70.140**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

#### TERM

The Commencement Date will be 10/01/2014.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Bryan Hebert  
Title: Service Manager

ATTEST \_\_\_\_\_  
DATE \_\_\_\_\_

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: September 29, 2014

Signed: \_\_\_\_\_

Print Name: - Jeff R. Branick

Title: - Jefferson County Judge

E-mail: - jbranick@co.jefferson.tx.us

Name of Company Jefferson County Marine Facility

**Otis Elevator Company**

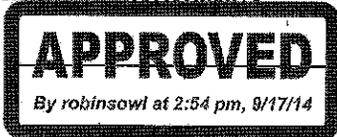
Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: Wayne Robinson

Title: General Manager



Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_

(Name of Principal or Owner)

**OTIS MAINTENANCE**

**BILL TO INFORMATION**

Company Name: Jefferson County  
 Address: 1149 Pearl Street  
 Address 2: \_\_\_\_\_  
 City: Beaumont  
 State: TX.  
 Zip Code: 77701

**ACCOUNTS PAYABLE CONTACT**

Name: Fran Lee  
 Phone Number: 409. 835. 8500  
 Fax Number: 409. 839. 2369  
 E-mail: flee @ co.jefferson.tx.us

**TAX STATUS**

Are you tax exempt?  Yes  No  
 If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices?  Yes  No

If yes, please provide contact info for PO renewal:

Name: Keesha Guillomy  
 Fax: 409. 722. 6596  
 Phone: 409. 726. 2950  
 E-Mail: Kguillomy @ co.jefferson.tx.us.

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes   No  
 If yes, please provide blank check for bank routing and account information.



JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 7

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** ACDBE / DBE Program Goals Update.
2. **Project Location:** Jack Brooks Regional Airport
3. **Project Description:** The Owner requires update of both Airport Concessions Disadvantaged Business Enterprise (ACDBE) and Disadvantage Business Enterprise (DBE) goals for compliance with FAA Civil Rights requirements. This work order will provide professional services to prepare documentation in support of those goal updates for the 2015 Fiscal Year..
4. **Consultant Scope of Services:** The Owner requests that Garver prepare updated goals and documentation in support of the goals. The scope of work will include the following:
  - See scope of services outlined in Appendices A and B.
  - These services include preparation of one (1) updated goal each ACDBE (as required annually), and DBE (as required every 3 years) for Fiscal Year 2015.
5. **Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the most recent rates included in the Master Services Agreement for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
6. **Additional Responsibilities of the Owner:**
  - None.
7. **Schedule:**
  - Preliminary documents shall be completed within thirty (30) calendar days from issue of a Notice to Proceed.
  - Final documents for submission to FAA Civil Rights Office shall be completed within thirty (30) calendar days from receipt of comments on preliminary comments.
8. **Payment:** The lump sum amount to be paid under this Work Order is \$11,100.00. The Owner will be invoiced monthly for the work completed.

**9. Project Deliverables:**

Garver shall provide up to 10 copies of the ACDBE and DBE Program Goal Updates for display and public review. Additionally, One review will be completed and revisions completed by Garver for delivery of the final ACDBE Goals to BPT.

- Garver shall provide preliminary documents for review consisting of historic ACDBE and DBE achievements, directories of ACDBE and DBE's, goal calculations, and documents of public input. Garver shall provide two draft copies for submission to the FAA Southwest Region for review.
- Garver shall provide final documents incorporating comments and revisions from preliminary deliverables for submission to FAA Civil Rights Office.

**10. Attachments:**

- Appendix A – ACDBE Scope of Services
- Appendix B – DBE Scope of Services
- Appendix C – Fee Proposal

Approval and execution of this Work Order No. 7, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 6 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: Frank Mellman  
*Signature*

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

Name: FRANK MELLMAN  
*Print Name*

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

Title: VICE PRESIDENT

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

Date: 5/16/14

Attest: \_\_\_\_\_

Attest: [Signature]

## **APPENDIX A**

### **Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Program Goal Update – Scope of Services**

#### ***Introduction***

Jack Brooks Regional Airport (BPT) has established an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Parts 23 and 26. BPT has received Federal financial assistance from the Department of Transportation (DOT), Federal Aviation Administration (FAA), and as a condition of receiving this assistance, BPT has signed an assurance that it will comply with 49 CFR Parts 23 and 26. Based on this assurance and the ACDBE Program guidance, ACDBE goals must be updated annually and submitted to the respective FAA regional office. As defined in this scope of services, Garver, LLC (Consultant) will provide services to update the ACDBE program for BPT.

#### ***Preliminary Phase***

The Consultant will complete a review of the existing ACDBE Program established and maintained by BPT. Historic ACDBE goals for both car rental and non-car rental concession at BPT for a period of the last three years will be provided by airport management for review and historical comparison. BPT will provide historic incomes from concessions over the last five years. The Consultant will project anticipated revenues from both concession categories for the next three years and with the aid of the Airport Sponsor project the type of concessions anticipated at BPT during the same period. The Consultant will determine with the aid of airport management the specific North American Industry Classification System (NAICS) codes for the concessionaire categories currently operating at BPT along with those anticipated during the next three year period. Based on these NAICS category codes, the Consultant will assess the availability of local DBE companies in each category measuring their percentage against the total companies available in the region capable of providing services within the specific category.

The Consultant will define the market area which is the geographical area where a substantial majority of companies that seek concession business opportunities at BPT are located. It is also the geographical area where substantial majority of concession-related revenue is located.

#### ***Goal Setting***

The Consultant will provide a measurement of the actual relative availability of ACDBEs to perform the types of contracts (both prime and sub) anticipated at BPT during the next three year period. This percentage will be calculated by dividing the number of ACDBEs ready, willing, and able to bid for the types of concession work/opportunities at BPT, by the number of all companies (DBEs and non-DBEs) ready, willing, and able to bid for the types of work/opportunities anticipated at BPT. Sources for both

DBE and non-DBE companies to be utilized will come from local, state, and national records and be the most accurate data available to BPT and the Consultant.

### ***Goal Adjustments***

Adjustments will be made during the goal setting calculation process to make the ACDBE goal as precise as possible. The Consultant will consider the following factors in adjusting the ACDBE goals: past participation (the volume of work ACDBEs have performed in recent years) or other measure of demonstrated capacity; evidence from disparity studies conducted in the market area (including relevant studies commissioned by other contracting agencies in the defined market area); statistical disparities in the ability of DBEs to get financing, bonding, and insurance; data on employment, self-employment, education and training, union apprenticeship programs; and any other data that would help to better measure the percentage of work that ACDBEs would be likely to obtain in the absence of discrimination.

### ***Calculating the Race/Gender-Neutral and Race/Gender-Conscious Split***

The race/gender-neutral and race/gender-conscious division of the goal is an important component of the goal-setting process. Section 26.51 states that, “you must meet the maximum feasible portion of your overall goal by using race/gender-neutral means of facilitating DBE participation.” In the determination of the race/gender-neutral and race/gender-conscious goal division, the Consultant will take into consideration the amount by which BPT exceeded its overall DBE/ACDBE goals during the past three years.

### ***Public Consultation and Participation***

In establishing the proposed goal, the Consultant shall contact minority, women’s, and general contractor groups, and community organizations who can share information on the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE’s, and the recipients efforts to establish a level playing field for the participation of DBE’s.

After the consultation process is completed, the Consultant shall assist BPT in announcing the proposed goal to the public. The Consultant shall draft a notice for BPT management approval for publishing an opportunity to view the ACDBE goals in a local newspaper in the general circulation media and available minority-focused media and trade association publications that the proposed overall goal and its rationale is available for inspection. Ten copies of the goal development procedures will be provided to BPT for the public to view at a place of public office (BPT/County offices) during normal business hours (8 AM – 5 PM).

### ***ACDBE Program/Goal Update Submission and Revisions***

Once the proposed ACDBE Program/Goal have been established and approved by BPT and has completed the public participation process, the Consultant shall submit the draft ACDBE Program to the FAA Southwest Region Airports District Office and Office of Civil Rights. Following a review of the

ACDBE Program make any revisions required and resubmit for review and approval. Once FAA Southwest Region and Office of Civil Rights approval is achieved, provide the final document to BPT and FAA Southwest Region and Office of Civil Rights.

## **APPENDIX B**

### **Disadvantaged Business Enterprise (DBE) Program Goal Update – Scope of Services**

#### ***Introduction***

Jack Brooks Regional Airport (BPT) has established an Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Parts 23 and 26. BPT has received Federal financial assistance from the Department of Transportation (DOT), Federal Aviation Administration (FAA), and as a condition of receiving this assistance, BPT has signed an assurance that it will comply with 49 CFR Parts 23 and 26. Based on this assurance and the DBE Program guidance, DBE goals must be updated and submitted to the respective FAA regional office. As defined in this scope of services, Garver, LLC (Consultant) will provide services to update the DBE program for BPT.

#### ***Preliminary Phase***

The Consultant will complete a review of the existing DBE Program established and maintained by BPT. Historic DBE goals at BPT for a period of the last three years will be provided by airport management for review and historical comparison. The Consultant will project anticipated capital improvement projects for the next three years with the aid of the Airport. The Consultant will determine the specific North American Industry Classification System (NAICS) codes for anticipated DBE participation in construction projects anticipated during the next three year period. Based on these NAICS category codes, the Consultant will assess the availability of local DBE companies in each category measuring their percentage against the total companies available in the region capable of providing services within the specific category. The Consultant will define the market area which is the geographical area where a substantial majority of companies that seek business opportunities at BPT are located.

#### ***Goal Setting***

The Consultant will provide a measurement of the actual relative availability of DBEs to perform the types of contracts (both prime and sub) anticipated at BPT during the next three year period. This percentage will be calculated by dividing the number of DBEs ready, willing, and able to bid for the types of work/opportunities at BPT, by the number of all companies (DBEs and non-DBEs) ready, willing, and able to bid for the types of work/opportunities anticipated at BPT. Sources for both DBE and non-DBE companies to be utilized will come from local, state, and national records and be the most accurate data available to BPT and the Consultant.

#### ***Goal Adjustments***

Adjustments will be made during the goal setting calculation process to make the DBE goal as precise as possible. The Consultant will consider the following factors in adjusting the DBE goals: past participation (the volume of work DBEs have performed in recent years) or other measure of demonstrated capacity;

evidence from disparity studies conducted in the market area (including relevant studies commissioned by other contracting agencies in the defined market area); statistical disparities in the ability of DBEs to get financing, bonding, and insurance; data on employment, self-employment, education and training, union apprenticeship programs; and any other data that would help to better measure the percentage of work that DBEs would be likely to obtain in the absence of discrimination.

### ***Calculating the Race/Gender-Neutral and Race/Gender-Conscious Split***

The race/gender-neutral and race/gender-conscious division of the goal is an important component of the goal-setting process. Section 26.51 states that, “you must meet the maximum feasible portion of your overall goal by using race/gender-neutral means of facilitating DBE participation.” In the determination of the race/gender-neutral and race/gender-conscious goal division, the Consultant will take into consideration the amount by which BPT exceeded its overall DBE/DBE goals during the past three years.

### ***Public Consultation and Participation***

In establishing the proposed goal, the Consultant shall contact minority, women’s, and general contractor groups, and community organizations who can share information on the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE’s, and the recipients efforts to establish a level playing field for the participation of DBE’s.

After the consultation process is completed, the Consultant shall assist BPT in announcing the proposed goal to the public. The Consultant shall draft a notice for BPT management approval for publishing an opportunity to view the DBE goals in a local newspaper in the general circulation media and available minority-focused media and trade association publications that the proposed overall goal and its rationale is available for inspection. Ten copies of the goal development procedures will be provided to BPT for the public to view at a place of public office (BPT/County offices) during normal business hours (8 AM – 5 PM).

### ***DBE Program/Goal Update Submission and Revisions***

Once the proposed DBE Program/Goal have been established and approved by BPT and has completed the public participation process, the Consultant shall submit the draft DBE Program to the FAA Southwest Region Airports District Office and Office of Civil Rights. Following a review of the DBE Program make any revisions required and resubmit for review and approval. Once FAA Southwest Region and Office of Civil Rights approval is achieved, provide the final document to BPT and FAA Southwest Region and Office of Civil Rights.

**APPENDIX C****JACK BROOKS REGIONAL AIRPORT  
ACDBE/DBE PROGRAMS GOALS UPDATE****FEE PROPOSAL**

WORK TASK DESCRIPTION	E-5	E-2	P-2	P-1	T-3	T-1	X-1
	hr	hr	hr	hr	hr	hr	hr
<b>1 Aviation Planning Services</b>							
<b>1A ACDBE Program</b>							
Objectives and Policy Statement	2		1	1			
Administrative Requirements			1	1			
Review of Historic ACDBE Achievements			1	1			
Goals Setting							
ACDBE Directory			1	3			
Concessions other than car rental goal development			2	4			
Car rental concessionaire goal development			2	4			
Race/Gender Neutral and Race/Gender Conscious Split			1	2			
Public Consultation and Participation			1	2			
ACDBE Program/Goal FAA Submission/Revision Coordination			1	2			
<b>1B DBE Program Goal Update</b>							
Review of Historic DBE Achievements			1	2			
Goals Setting							
DBE Directory			1	3			
Capital Improvement Projections			2	3			
NAICS Determination			2	3			
Race/Gender Neutral and Race/Gender Conscious Split			1	2			
Public Consultation and Participation			1	2			
ACDBE Program/Goal FAA Submission/Revision Coordination			1				
QC/QA Review and Administration	2		2				2
Travel and Meeting with BPT Management	4		8				
<b>Subtotal - Aviation Planning Services</b>	<b>8</b>	<b>0</b>	<b>30</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Hours</b>	<b>8</b>	<b>0</b>	<b>30</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Salary Costs</b>	<b>\$1,680</b>	<b>\$0</b>	<b>\$4,470</b>	<b>\$4,095</b>	<b>\$0</b>	<b>\$0</b>	<b>\$118</b>
<b>SUBTOTAL - SALARIES:</b>	<b>\$10,363.00</b>						
<b><u>DIRECT NON-LABOR EXPENSES</u></b>							
Document Printing/Reproduction/Assembly	\$200.00						
Postage/Freight/Courier	\$75.00						
Office Supplies/Equipment	\$48.00						
Communications	\$0.00						
Survey Supplies	\$0.00						
Aerial Photography	\$0.00						
GPS Equipment	\$0.00						
Computer Modeling/Software Use	\$0.00						
Traffic Counting Equipment	\$0.00						
Locator/Tracer/Thermal Imager Equipment	\$0.00						
Travel Costs	\$414.00						
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSE:</b>	<b>\$737.00</b>						
<b>SUBTOTAL:</b>	<b>\$11,100.00</b>						
<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>						
<b>TOTAL FEE:</b>	<b>\$11,100.00</b>						



**JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 9**

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

- 1. Project Title:** RSA Grading Improvements Construction Phase and Closeout Services.
- 2. Project Location:** Jack Brooks Regional Airport
- 3. Project Description:** The Owner requires safety area grading improvements within the RSA of runway approaches 12 and 34.
- 4. Consultant Scope of Services:** The Owner requests that Garver provides professional services to administer construction phase services, Resident Project Representative (RPR), and closeout services, for this project. The scope of work will include the following:
  - See scope of services outlined in Appendix A.
- 5. Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the most recent rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
- 6. Additional Responsibilities of the Owner:**
  - None.
- 7. Schedule:** The schedule for these professional services is to follow the schedule of the construction project. These services are based on a construction schedule of 45 calendar days.
- 8. Payment:** The fee to be paid under this Work Order is not to exceed \$18,600.00. The Owner will be invoiced monthly for the work completed.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Phase and Closeout Services	\$16,950.00	LUMP SUM
Resident Project Representative	1,650.00	HOURLY
<b>TOTAL</b>	<b>\$18,600.00</b>	

**9. Project Deliverables:**

- Record drawings based on the Contractor's As-built drawing sets will be prepared and submitted as a part of closeout.



**APPENDIX A**

**JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT  
RUNWAY SAFETY AREA GRADING**

**CONSTRUCTION PHASE and CLOSEOUT SERVICES**

**6 Weeks**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>								
Preconstruction Meeting	6				8			
Utility Coordination Meeting								
Progress Meeting with Contractor/Airport (1)	6				8			
Monthly Pay Requests					4	8		
Shop Drawings/Material Submittals					2	12		
Observation/Coordination					16			
Field checking earthwork quantities, Contractor's layout, etc.					4	6		
Prepare Change Orders						4	8	
Final Project Inspection and Punchlist	6				6	8		
Final Test & QC Report						4		
Record Drawings						4	8	
<b>Subtotal - Civil Engineering</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>46</b>	<b>16</b>	<b>0</b>

<b>Hours</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>46</b>	<b>16</b>	<b>0</b>
<b>Salary Costs</b>	\$4,680.00	\$0.00	\$0.00	\$0.00	\$5,856.00	\$4,692.00	\$1,264.00	\$0.00

**SUBTOTAL - SALARIES: \$16,492.00**

Miscellaneous	\$98.00
Travel Costs (3 Trips)	\$360.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$458.00**

**TOTAL: \$16,950.00**

**Resident Project Representation (20hr @ \$82.50/hr) \$1,650.00**

**TOTAL FEE: \$18,600.00**



JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 10

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport** of **Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** Taxiway D Improvements Construction Phase and Closeout Services.
2. **Project Location:** Jack Brooks Regional Airport
3. **Project Description:** The Owner requires replacement of pavement and other improvements on Taxiway D between Taxiway H and the threshold of Runway 30.
4. **Consultant Scope of Services:** The Owner requests that Garver provides professional services to administer construction phase services, Resident Project Representative (RPR), and closeout services, for this project. The scope of work will include the following:
  - See scope of services outlined in Appendix A.
5. **Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the most recent rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
6. **Additional Responsibilities of the Owner:**
  - None.
7. **Schedule:** The schedule for these professional services is to follow the schedule of the construction project. These services are based on a construction schedule of 150 calendar days.
8. **Payment:** The fee to be paid under this Work Order is not to exceed \$97,700.00. The Owner will be invoiced monthly for the work completed.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Phase and Closeout Services	\$44,075.00	LUMP SUM
Resident Project Representative	53,625.00	HOURLY
TOTAL	\$97,700.00	

**9. Project Deliverables:**

- Record drawings based on the Contractor's As-built drawing sets will be prepared and submitted during closeout.

**10. Attachments:**

- Appendix A – Scope of Work and Fee Proposal

Approval and execution of this Work Order No. 10, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 10 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: *[Signature]*  
*Signature*

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

Name: *FRANK MULLWAIN*  
*Print Name*

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

Title: *VICE PRESIDENT*

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

Date: *7/29/14*

Attest: \_\_\_\_\_

Attest: *[Signature]*

**APPENDIX A**

**JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT  
TAXIWAY D RECONSTRUCTION (2014)**

**CONSTRUCTION PHASE and CLOSEOUT SERVICES** **22 Weeks**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>								
Preconstruction Meeting	8				8			
Develop and Maintain Construction Mgmt Plan					4			
Progress Meetings with Contractor/Airport (5)	25				40			
Monthly Pay Requests	2				10			
Shop Drawings/Material Submittals					8	15		
RFI's / Construction Clarifications	2				4	10		
On-Site Meetings					24			
Resident Construction Observation/Coordination	4				20			
Prepare Change Orders					10			
Final Project Inspection and Punchlist	8				8	8		
Final Test & QC Report					1	2		2
Record Drawings					4		16	
<b>Subtotal - Civil Engineering</b>	<b>49</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>141</b>	<b>35</b>	<b>16</b>	<b>2</b>
<b>2. Electrical Engineering</b>								
Shop Drawings/Material Submittals				8		16		
RFI's / Construction Clarifications				16				
Record Drawings				2		8		
Final Project Inspection and Punchlist				8		2		
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>49</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>141</b>	<b>61</b>	<b>16</b>	<b>2</b>
<b>Salary Costs</b>	<b>\$12,740.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,862.00</b>	<b>\$17,202.00</b>	<b>\$6,222.00</b>	<b>\$1,264.00</b>	<b>\$118.00</b>
<b>SUBTOTAL - SALARIES:</b>	<b>\$42,408.00</b>							
Miscellaneous costs								\$227.00
Travel Costs (8 Trips)								\$1,440.00
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$1,667.00</b>							
<b>TOTAL:</b>	<b>\$44,075.00</b>							
<b>Resident Project Representation (650hr @ \$82.50/hr)</b>	<b>\$53,625.00</b>							
<b>TOTAL FEE:</b>	<b>\$97,700.00</b>							



JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 11

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** Runway 16/34 Rehabilitation Construction Phase and Closeout Services.
2. **Project Location:** Jack Brooks Regional Airport
3. **Project Description:** The Owner requires improvements on Runway 16/34 to renew the asphalt surface and perform repairs to the concrete surface before replacement of the pavement markings.
4. **Consultant Scope of Services:** The Owner requests that Garver provides professional services to administer construction phase services, Resident Project Representative (RPR), and closeout services, for this project. The scope of work will include the following:
  - See scope of services outlined in Appendix A.
5. **Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the most recent rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
6. **Additional Responsibilities of the Owner:**
  - None.
7. **Schedule:** The schedule for these professional services is to follow the schedule of the construction project. These services are based on a construction schedule of 30 calendar days.
8. **Payment:** The fee to be paid under this Work Order is not to exceed \$12,100.00. The Owner will be invoiced monthly for the work completed.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Phase and Closeout Services	\$10,450.00	LUMP SUM
Resident Project Representative	1,650.00	HOURLY
TOTAL	\$12,100.00	

**9. Project Deliverables:**

- Record drawings based on the Contractor's As-built drawing sets will be prepared and submitted during closeout

**10. Attachments:**

- Appendix A – Scope of Work and Fee Proposal

Approval and execution of this Work Order No. 11, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 11 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

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

Name: Michael J. Griffin  
*Print Name*

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

Title: Sr. Vice President

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

Date: August 7, 2014

Attest: \_\_\_\_\_

Attest:  \_\_\_\_\_

## APPENDIX A

JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT  
RUNWAY 16/34 REHABILITATION

## CONSTRUCTION PHASE and CLOSEOUT SERVICES

4 weeks

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>								
Preconstruction Meeting	8				8			
Utility Coordination Meeting								
Progress Meetings with Contractor/County (0)								
Monthly Pay Requests					2			
Shop Drawings/Material Submittals						4		
On-Site Meeting (1)					8			
Observation/Coordination					8			
Prepare Change Orders					4			
Final Project Inspection and Punchlist	8				8			
Final Test & QC Report					2			1
Record Drawings					1		4	
<b>Subtotal - Civil Engineering</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>41</b>	<b>4</b>	<b>4</b>	<b>1</b>

<b>Hours</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>41</b>	<b>4</b>	<b>4</b>	<b>1</b>
<b>Salary Costs</b>	\$4,160.00	\$0.00	\$0.00	\$0.00	\$5,002.00	\$408.00	\$316.00	\$59.00

**SUBTOTAL - SALARIES: \$9,945.00**

Miscellaneous costs	\$145.00
Travel Costs (3 Trips)	\$360.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$505.00**

**TOTAL: \$10,450.00**

**Resident Project Representation (20hr @ \$82.50/hr) \$1,650.00**

**TOTAL FEE: \$12,100.00**



JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 12

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** On-Call Services.
2. **Project Location:** Jack Brooks Regional Airport
3. **Project Description:** As needed, the Owner requires the professional services in support of current and future projects associated with the airport.
4. **Consultant Scope of Services:** The scope of work will include single or multiple assignments including but not be limited to the following:
  - Documentation for compliance with FAA's requirement to maintain a Capital Improvement Plan and associated documents
  - Cost estimates for planned airport improvements
  - Schedules of work for planned airport improvements
  - FAA and TxDOT grant applications and associated documents
  - Documentation for compliance with FAA's DBE and ACDBE requirements
  - Documentation for compliance with FAA's Part 139 certification and requirements
  - Review plans and specifications by others for airport improvements
  - Any other professional design and consulting service assignment(s) as determined by Owner
5. **Additional Services:** For work requested by the Owner, the Owner will pay Garver for time spent on the project at the rates included in Appendix A for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
6. **Additional Responsibilities of the Owner:**
  - None.
7. **Schedule:**
  - Services will be carried out on a timeline as outlined by the Owner for each individual assignment.

**8. Payment:** An amount based on the hourly rates listed in Appendix A, along with reimbursable expenses, is to be paid under this Work Order up to an amount not exceeding \$20,000.00. The rates shown in Appendix A will be increased annually with the first increase effective on or about June 1, 2015. The Owner will be invoiced monthly for the work completed.

**9. Project Deliverables:**

- Deliverables will be as defined by the Owner for each individual assignment.

**10. Attachments:**

- Appendix A – Hourly Rate Schedule

Approval and execution of this Work Order No. 12, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 12 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: Frank McIlwain  
*Signature*

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

Name: FRANK McILWAIN  
*Print Name*

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

Title: VICE PRESIDENT

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

Date: 8/19/14

Attest: \_\_\_\_\_

Attest: [Signature]



**APPENDIX A**  
**BPT On-Call**  
**Garver Hourly Rate Schedule - June, 2014**

Classification	Rates
<b>Engineers / Architects</b>	
E-1.....	\$ 102.00
E-2.....	\$ 122.00
E-3.....	\$ 143.00
E-4.....	\$ 170.00
E-5.....	\$ 210.00
E-6.....	\$ 260.00
M-1.....	\$ 318.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 125.00
P-2.....	\$ 149.00
<b>Designers</b>	
D-1.....	\$ 93.00
D-2.....	\$ 105.00
D-3.....	\$ 125.00
D-4.....	\$ 147.00
<b>Technicians</b>	
T-1.....	\$ 79.00
T-2.....	\$ 108.00
T-3.....	\$ 117.00
<b>Surveyors</b>	
S-1.....	\$ 49.00
S-2.....	\$ 58.00
S-3.....	\$ 81.00
S-4.....	\$ 112.00
S-5.....	\$ 149.00
S-6.....	\$ 173.00
2-Man Crew (Survey).....	\$ 189.00
3-Man Crew (Survey).....	\$ 231.00
2-Man Crew (GPS Survey).....	\$ 224.00
3-Man Crew (GPS Survey).....	\$ 265.00
<b>Construction Observation</b>	
C-1.....	\$ 87.00
C-2.....	\$ 110.00
C-3.....	\$ 134.00
C-4.....	\$ 173.00
<b>Management/Administration</b>	
M-1.....	\$ 318.00
X-1.....	\$ 59.00
X-2.....	\$ 76.00
X-3.....	\$ 122.00
X-4.....	\$ 144.00



JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 13

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** Runway 12/30 Reconstruction – Design and Bidding Phase Services.
2. **Project Location:** Jack Brooks Regional Airport
3. **Project Description:** The Owner requires the reconstruction and remarking 1,000 feet of Runway 12/30, Taxiway E, and the connection of Taxiway F at the threshold of Runway 34 to improve the pavement surfaces for continued use. The existing runway is showing signs of deterioration and reconstruction of a portion of the runway is needed; the taxiways are deteriorating at the surface with cracking. The lighting for these pavements is also beginning to fail and must be replaced. This project will complete designs to issue for bidding a single package for improvements to Runway 12/30 pavement, Taxiway E, the connection of Taxiway F at Runway 34, and lighting, signage, and installation of new markings.
4. **Consultant Scope of Services:** The Owner requests that Garver prepare a design and carry out bidding services for a project that will reconstruct and remark 1,000 feet of Runway 12/30, realign the connection of Taxiway E at Runway 16/34, resurface Taxiway E, resurface the connection of Taxiway F at Runway 34, and replace taxiway edge lighting and signage along the rehabilitated portions of the taxiways. The scope of work will include the following:
  - See scope of services outlined in Appendix A.
  - This Work Order is for preparation of one (1) design package through final design.
  - These services include preparation of one (1) bid package and bidding phase.
5. **Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the most recent rates included in the Master Services Agreement for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
6. **Additional Responsibilities of the Owner:**

None.
7. **Schedule:**
  - Preliminary Design (65% complete) Phase shall be completed within ninety (90) calendar days from issue of a Notice to Proceed for this phase.
  - Final Design (95% complete) Phase shall be completed within forty-five (45) calendar days from issue of a Notice to Proceed for this phase.

- Bid Package Phase shall be completed within thirty (30) calendar days from issue of a Notice to Proceed for this phase.
- Bidding of the project will be carried out on a timeline as outlined by the Owner.

**8. Payment:** The lump sum amount to be paid under this Work Order is \$552,700.00. The Owner will be invoiced monthly for the work completed.

**9. Project Deliverables:**

- Preliminary Design for one (1) construction package with draft project manual and specifications and estimate of probable construction cost.
- Final Design for one (1) construction package for final review, consisting of plans, project manual and specifications, Construction Management Plan, and estimate of probable construction cost.
- Sealed documents for one (1) construction package, consisting of plans, project manual and specifications, Construction Management Plan, and estimates of probable construction cost.
- Documents for bidding, consisting of project manual and specifications for one (1) construction package, along with an estimate of construction

**10. Attachments:**

- Appendix A – Scope of Work and Fee Proposal

Approval and execution of this Work Order No. 13, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 13 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

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

Name: Michael J. Griffin  
*Print Name*

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

Title: Sr. Vice President

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

Date: August 8, 2014

Attest: \_\_\_\_\_

Attest:  \_\_\_\_\_

## APPENDIX A

### JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT WO 13 - RUNWAY 12/30 RECONSTRUCTION AND RESURFACING TAXIWAY E AND F - DESIGN

#### FEE SUMMARY

<b>Title I Services</b>	<b>Estimated Fees</b>
Preliminary Design	\$312,400.00
Final Design	\$219,600.00
Bidding Services	\$20,700.00
<b>Subtotal for Title I Services</b>	<b>\$552,700.00</b>

## APPENDIX A

JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT  
WO 13 - RUNWAY 12/30 RECONSTRUCTION AND RESURFACING TAXIWAY E AND F - DESIGN

## PRELIMINARY DESIGN

16 Weeks

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>								
Basis of Design Report					48			
Coordination Meeting for Geotechnical Field Exploration	8				16	16		
<b>Preliminary Plans</b>								
Front end Sheets & Phasing Plans	16			40			136	
Demolition Details and Plans	8					44	56	
Pavement Design and Constructability	8			32		56		
Typical Section						40	44	
Grading Design for/and Cross Sections	6				36		72	
Joint Plan and Details	8				36		56	
Pavement Marking Plan & Details						24	40	
Misc. Details						36	40	
SWPPP Plan & Details						24	40	
Prepare Front End Documents				56				
Prepare Bid Proposal				32				
Prepare Technical Specifications and Modifications				32				
Prepare and Submit Emissions Inventory Form	8			24				
Prepare and Submit FAA Form 7460-1 Notice of Proposed Construction						32		
Coordination Meetings	32			32		32		
Quantities & Opinion of Probable Construction Cost	8			24		36	48	
QC Review & Revisions	24			34				
Complete and Submit Preliminary Design Documents	8				24			
Conduct Preliminary Design Review Meeting	16			16		24		6
<b>Subtotal - Civil Engineering</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>322</b>	<b>160</b>	<b>364</b>	<b>532</b>	<b>6</b>
<b>2. Electrical Engineering</b>								
Initial Site Visit				8				
Regulator Load Analysis				8		16		
<b>Preliminary Plans</b>								
Runway 12-30 Lighting Removal Plans				24		40		
Taxiway E Lighting Removal Plans				8		16		
Runway 12-30 Lighting Installation Plans				16		24		
Taxiway E Lighting Installation Plans				16		32		
Electrical One-Line Diagram				8		16		
Electrical Details				16		32		
Prepare Technical Specifications and Modifications				16		24		
Quantities & Opinion of Probable Construction Cost				16		16		
QC Review & Revisions		24		12		24		
Complete and Submit Preliminary Design Documents				8		16		
Attend Preliminary Design Review Meeting				24				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>180</b>	<b>0</b>	<b>256</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>150</b>	<b>24</b>	<b>0</b>	<b>502</b>	<b>160</b>	<b>620</b>	<b>532</b>	<b>6</b>
<b>Salary Costs</b>	<b>\$39,000.00</b>	<b>\$5,040.00</b>	<b>\$0.00</b>	<b>\$71,786.00</b>	<b>\$19,520.00</b>	<b>\$63,240.00</b>	<b>\$57,456.00</b>	<b>\$474.00</b>

**SUBTOTAL - SALARIES: \$256,516.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$34.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Travel Costs	\$1,450.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,684.00**

**SUBTOTAL: \$258,200.00**

Landtech Consultants [DBE] - Surveys (with 10% markup)	\$30,500.00
Terracon - Geotechnical Investigation (with 10% markup)	\$23,700.00

**TOTAL FEE: \$312,400.00**

## APPENDIX A

**JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT  
 WO 13 - RUNWAY 12/30 RECONSTRUCTION AND RESURFACING TAXIWAY E AND F - DESIGN**
**FINAL DESIGN****10 Weeks**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>								
<b>Final Plans</b>								
Front end Sheets & Phasing Plans	24			32			72	
Demolition Details and Plans	4					32	40	
Pavement Design and Constructability	4			16		36		
Typical Section						24	32	
Grading Design for/and Cross Sections	4				32		56	
Joint Plan and Details	8				28		36	
Pavement Marking Plan & Details						16	28	
Misc. Details						32	24	
SWPPP Plan & Details						24	36	
Develop Final Front End Documents				32				
Develop Final Bid Proposal				24				
Develop Final Technical Specifications and Modifications				36				
Develop Final Engineer's Opinion of Total Cost	8			32				
Prepare and Submit Construction Management Plan	8			16		32		
Conduct Review Meeting of Final Plans, Specs, Estimate	16			8		16		
Quantities & Opinion of Probable Construction Cost				24		32	28	
QC Review & Revisions	24			28				
Complete and Submit Final Design Documents	8				24			
Coordination and Meetings with FAA	24					16		6
<b>Subtotal - Civil Engineering</b>	<b>132</b>	<b>0</b>	<b>0</b>	<b>248</b>	<b>84</b>	<b>260</b>	<b>352</b>	<b>6</b>
<b>2. Electrical Engineering</b>								
Address FAA and Airport Comments				4		8		
<b>Preliminary Plans</b>								
Runway 12-30 Lighting Removal Plans				8		16		
Taxiway E Lighting Removal Plans				8		16		
Runway 12-30 Lighting Installation Plans				16		32		
Taxiway E Lighting Installation Plans				16		32		
Electrical One-Line Diagram				8		32		
Electrical Details				12		24		
Develop Final Technical Specifications and Modifications				32		16		
Develop Final Engineer's Opinion of Total Cost				32		64		
Conduct Review Meeting of Final Plans, Specs, Estimate				24		24		
Quantities & Opinion of Probable Construction Cost				16		48		
QC Review & Revisions		32		16		48		
Complete and Submit Final Design Documents				8		16		
Attend Final Design Review Meeting				16				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>376</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>132</b>	<b>32</b>	<b>0</b>	<b>448</b>	<b>84</b>	<b>636</b>	<b>352</b>	<b>6</b>
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<b>Salary Costs</b>	<b>\$34,320.00</b>	<b>\$6,720.00</b>	<b>\$0.00</b>	<b>\$64,064.00</b>	<b>\$10,248.00</b>	<b>\$64,872.00</b>	<b>\$38,016.00</b>	<b>\$474.00</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$218,714.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$260.00
Postage/Freight/Courier	\$41.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Travel Costs	\$585.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$886.00</b>
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<b>SUBTOTAL:</b>	<b>\$219,600.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$219,600.00</b>
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## APPENDIX A

JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT  
WO 13 - RUNWAY 12/30 RECONSTRUCTION AND RESURFACING TAXIWAY E AND F - DESIGN

## BIDDING

4 Weeks

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>								
Dispense plans and specs to prospective bidders				2				
Addendums/Inquiries	8			8		24	8	
Pre-Bid Meeting	8					8		
Bid Opening	8					8		
Prepare bid tabulation	2					8		
Evaluate bids and recommend award	2					4		
Prepare construction contracts						4		
Notice to Proceed						4		
<b>Subtotal - Civil Engineering</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>60</b>	<b>8</b>	<b>0</b>
<b>2. Electrical Engineering</b>								
Dispense plans and specs to prospective bidders				2				
Addendums/Inquiries				8		16		
Pre-Bid Meeting				8				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>76</b>	<b>8</b>	<b>0</b>
<b>Salary Costs</b>	<b>\$7,280.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,004.00</b>	<b>\$0.00</b>	<b>\$7,752.00</b>	<b>\$864.00</b>	<b>\$0.00</b>

**SUBTOTAL - SALARIES: \$19,900.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$260.00
Postage/Freight/Courier	\$45.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Travel Costs	\$495.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$800.00**

**SUBTOTAL: \$20,700.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$20,700.00**

# ENGINEERING CONTRACT

## PART I

### AGREEMENT

THIS AGREEMENT, entered into this 29 day of September, 2014 by and between the Jefferson County, hereinafter called the "Locality", acting herein by Jeff R. Branick, Judge, Hereunto duly authorized, and Action Civil Engineers, PLLC hereinafter called "Firm", acting herein by William V. Larrain, PE, Manager.

WHEREAS, the County of Jefferson desires to implement a TXCDBG 713250 Cheek Community Sewer Improvements Project under the general direction of the Texas Community Development Program; and whereas the Locality desire to engage Action Civil Engineers, PLLC to render certain services in connection with its TXCDBG 713250 Cheek Community Sewer Improvements Project.

**NOW THEREFORE, the parties do mutually agree as follows:**

**1. Scope of Services**

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

**2. Time of Performance**

The services of the firm shall commence on September 29, 2014. In any event, all the services required and performed hereunder shall be completed no later than November 15, 2015.

**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 the Firm by the Locality and its agencies. No charge will be made to the Firm for such information, and the Locality and its agencies will cooperate with the Firm 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 \$ 36,000.00 Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Exhibit B - Payment Schedule of this Contract.

**5. Indemnification**

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality 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 that one or more of the provisions contained in this Agreement shall be for any reason 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 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 writing to be attached to an incorporated into this Agreement.
- f. A time schedule (Exhibit A) will be furnished by the Firm. It will include a specified listing of activities and time frames in which they will be completed. Said Schedule shall be attached to and made a part of this Contract.
- g. The project "contract person" or "lead man" for the engineering firm is Will Larrain, PE, Project Manager.
- h. The Locality's contact person, in regard to all matters concerning this Contract, shall be Jeff R. Branick, Judge or his / her official designee.
- i. Special Provisions to this Contract for Professional Services Federal Requirements Part IV. Where there is a conflict between any provision in the Contract and said Attachment, the Attachment shall always govern.
- j. The Engineer shall receive and maintain a copy of the final project Record Drawing(s) engineering schematic(s), as constructed using Funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disk (CD), which are compatible with computer systems owned or readily available to the Engineer. The digital copy provided shall not include a digital representation of the Engineer's seal but the accompanying documentation from the Engineer shall include a

signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal be provided to the Engineer. In addition, complete documentation as to the data and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by the Engineer in written form. The Engineer shall provide the office upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Office. If requested by the office, the Engineer shall ensure that the CD copy of all electronic files and other data provided to the office are properly identified. Specifically, the CD label shall show the Engineer's name, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

**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 WITNESSETH HEREOF, the parties have hereto set their hands and seals.**

CLIENT: County of Jefferson

FIRM: Action Civil Engineers, PLLC

Jeff R. Branick, Judge

William V. Larrain, PE, Manager

BY:

BY:

ATTEST:

ATTEST:

## PART II

### PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the implementation of the project: *(These are not necessarily in order of performance.)*

#### SCOPE OF SERVICES

1. Attend preliminary conference with the Locality regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TDA project and, if applicable, furnish to the Locality:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired;
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface exploration; laboratory testing and inspecting of samples or materials; other special consultation. The Engineer will review any tests required and act as the Locality's representative in connection with any such services.
4. Prepare and acquire railroad/highway permits.
5. The Firm shall portray existing utilities in plan as shown by respective utility companies in the project area. The Engineer shall show locations of existing infrastructures on the construction plans according to record information, as applicable.
6. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 60 days of contract execution. Does not include Special Reports such as USDA/TWDB, etc.
7. Furnish the Locality five (5) copies of the preliminary report. (One copy of said report shall be furnished to the Grant Administrator.)
8. Submit detailed drawings and plan/specifications to appropriate regulatory agency(ies) and obtain clearance, including TCEQ approval.

9. Prepare bid packet/contract documents/advertisements for bids. (Bid package shall be furnished by the Locality's Grant Consultant.)
10. Incorporate any and all wage-rate modifications or supersedeas via bid addendum (if applicable).
11. Conduct bid opening and prepare minutes.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Jointly, with Grant Administrator, conduct pre-construction conference and prepare copy of report/minutes. The Firm shall prepare the Construction Contracts and have them executed.
14. Issue Start of Construction Notice and Notice to Proceed to construction contractor and Grant Administrator.
15. Provide deductive alternatives in all proposed construction bids, where feasible, so that the lowest responsible base bid for construction not exceeding the funds available can be selected.
16. Design facilities to be used by the public for access by persons with disabilities in accordance with Public Law 504, where applicable.
17. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have Office of Rural Community Affairs (ORCA) approval.
18. Make periodic visits to the site to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract.
19. Consult with and advise the Locality during construction; issue to contractors all instructions required by the Locality; prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; and provide price analysis for change orders; process and submit change orders to Grant Administrator for approval prior to execution by Locality.
20. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
21. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, based on such observations and review, that the work has progressed to the point

indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

22. Require that a 10% retainage be withheld from all payment on construction contracts until final acceptance by the Locality and approval by Office of Rural Community Affairs (ORCA), unless State or local law provides otherwise.
23. Prepare Certificate of Construction Completion.
24. Conduct interim/final inspections.
25. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "record drawings" plans.
26. Provide Flood Maps

### **CONSTRUCTION SUBCONTRACTS**

**Engineer shall meet the following provisions through the Construction Documents, except as shall be the responsibility of the Grant Administrator.**

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of the subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Locality.
4. The Engineer will include, in all contracts and subcontracts of amounts in excess of \$100,000.00, a provision which required compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating facilities. The provisions shall require reporting of violations to Office of Rural Community Affairs (ORCA) and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts, other than for small purchases (less than \$25,000), provisions or conditions which will allow for

administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

6. The Engineer will include in all contracts and subcontracts in excess of \$25,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contract and subcontracts in excess of \$25,000 provisions requiring compliance with the following:
  - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
  - b. Executive Order 11246—Equal Employment Opportunity.
  - c. Copeland Anti-Kickback Act.
  - d. Davis-Bacon Act.
  - e. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
  - f. A provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - g. Section 3 of the Housing and Urban Development Act of 1969.
  - h. Title VI of the Civil Rights Act of 1964.
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Under this Contract, a certification shall be provided and received from each proposed subcontractor and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, ORCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

#### **STANDARD OF PERFORMANCE AND DEFICIENCIES**

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.
5. Additional Services outside the Scope of this Contract may only be provided by the Engineer with the written approval of the Locality. Said request shall include an estimate for said services represented as a fixed fee with a cost breakdown for time and effort.
6. If Locality shall request resident inspection (observation), the Engineer shall furnish said services at a cost of \$600 per day, not to exceed \$36,000. All Inspection Services required as a result of the Construction Contractor's failure to perform, shall be billed by the Locality to said Contractor as liquidated damages, unless approved in writing by the Locality.
7. The "not-to-exceed" price shown above is calculated at the per day cost times the estimated construction time of 80 working days.

**PART III**  
**EXHIBIT A**

**TIME SCHEDULE\***

**PROFESSIONAL ENGINEERING SERVICES**

The following are estimated completion dates for the project based on a start date of September 29, 2014.

- |    |  |                          |
|----|--|--------------------------|
| 1. | Completion of Preliminary / Design Engineering   | <u>October 1, 2014</u>   |
| 2. | Approval of Plans and Specifications   | <u>October 6, 2014</u>   |
| 3. | Completion of Bid Advertisement and Contract Award   | <u>November 3, 2014</u>  |
| 4. | Pre-construction meeting and Notice to Proceed   | <u>November 17, 2014</u> |
| 5. | Completion of final inspection and acceptance by the Locality and submittal of Record Drawings | <u>July 25, 2015</u>     |

Upon completion and approval of the construction plans, we will coordinate with the Locality and its Grant Administrator as to the best time to bid in order to obtain the most favorable bids.

## PART III

### EXHIBIT B

#### PAYMENT SCHEDULE

##### PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentages for the maximum contract amount: Each item can be billed based on a percentage of work completed:

	(\$) Column
1. Completion of Preliminary / Design Engineering	33.0 %
2. Approval of Plans and Specifications	70.0 %
3. Completion of Bid Advertisement and Contract Award	75.0 %
4. Pre-construction meeting and Notice to Proceed	78.0%
5. Construction Phase Services	98.00%
6. Completion of final inspection and acceptance by the Locality and submittal of Record Drawings	100.00%
<b>Total</b>	<b>100%</b>

**Refer to following page for breakdown in Engineering Cost Letter.**

## ENGINEERING COST LETTER

Jefferson County  
1149 Pearl Street  
Beaumont, Texas 77701

Attn: Honorable Jeff R. Branick, County Judge

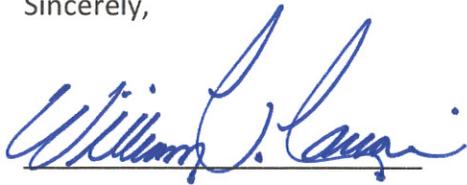
**RE: Cheek Community Sewer Improvements Project  
TXCDBG 713250**

Dear: Judge Branick

The scope of our services and associated costs for each task is as follows:

Preliminary Engineering	\$6,700.00
Design Surveying	\$5,000.00
Plans & Specifications	\$13,500.00
Bidding, Advertisement & Contract Award	\$1,800.00
Pre-construction meeting and Notice to Proceed	\$900.00
Construction Phase Services	\$7200.00
Final Inspection/As-built "Record Drawings"	\$900.00
<b>Total</b>	<b>\$36,000.00</b>

Sincerely,



William V. Larrain, PE

P.E. No. 51953

## ATTACHMENT A

### PART IV

#### TERMS & CONDITIONS

##### PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm 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 Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm 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 Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel
  - a. The Firm represents that it has, or will secure at its 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 City/County.
  - b. All of the services required hereunder will be performed by the Firm or under its 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 City/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 firm 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 City/County thereto: Provided, however, that claims for money by the Firm from the City/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 City/County.
  6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred in connection therewith, and any other matters covered by this Contract.
  7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which 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. City/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 firm under this contract are confidential, and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
  9. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Firm.
  10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/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 Firm agrees as follows:
    - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm 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 apprenticeships. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees place by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm 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 Firm 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. 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. A Section 3" Compliance in the Provision of Training, Employment & 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 Department 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 which 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 the Department 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 which would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers= representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The contractor 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 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 contractor 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.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor 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 contractor 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 contractor 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 contractor'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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - e. The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by the 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 City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any function 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 Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions of 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 Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that it 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 Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment"), effective as of the date set forth in the signature block below, is to the Law Enforcement Agency Subscriber Agreement (the "Agreement"), incorporated by reference, between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the agency identified in the signature block below ("Agency").

In consideration of the parties' mutual promises, and other good and valuable consideration, TRADS and Agency desire to amend the Agreement and agree as follows:

1. Effective on October 1, 2014 , during the term of the Agreement, Agency agrees to pay TRADS all applicable charges for products and/or services accessed as set forth in Attachment "A" to this Amendment.

Except as expressly amended above, all of the terms and conditions of the Agreement shall continue in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the parties hereto may execute this Amendment by signing such counterpart in the original, or by facsimile or other electronic transmission.

All of the foregoing is accepted and agreed to by:

Jefferson County Constable \_\_\_\_\_  
Agency \_\_\_\_\_

Signed by: X \_\_\_\_\_  
Authorized Agency Designee

Print Name: Jeff R. Branick \_\_\_\_\_  
Jefferson county judge

Date: 9/29/2014 \_\_\_\_\_

Account Number: 793591 \_\_\_\_\_

**ATTEST** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**ATTACHMENT "A"**

<p><b>Subscriber:</b> Jefferson County Constable</p> <p><b>Subscriber ID:</b> 793591  <b>Effective Date:</b> October 1, 2014  <b>Pricing Contract:</b> Per Seat</p> <p><b>Term:</b> This Agreement shall commence on the Effective Date and continue in effect for 12 months. Thereafter, the Agreement shall automatically renew for additional successive 12-month terms unless written notice of intent not to renew is provided by one party to the other at least 60 days prior to the expiration of the then current term.</p>	<p><b>Monthly Price Per Seat ("PPS") is based on Minimum Seats:</b></p> <p align="center">≥ 1 Seats \$ 70.00</p> <p><b>Monthly Transactions Per Seat:</b></p> <p align="center">≥ 1 Seats Unlimited</p> <p><b>Minimum Seats:</b> 1</p> <p><b>Monthly Transactions Per Account:</b> Total monthly transactions included is calculated by multiplying Monthly Transactions Per Seat by the number of Seats ("Cumulative Total").</p>
	<p><b>Agreement includes the following searches:</b></p> <p>All searches and reports EXCLUDING:</p> <ul style="list-style-type: none"> <li>- Super Reverse Phone Lookup</li> <li>- Vehicle Sightings Report</li> <li>- Social Media Search</li> </ul> <p>- Transactions included in PPS pertain to searches and reports currently offered through TLOxp as of 09/15/2014. Additional searches and/or reports that fall outside of the PPS may be added to TLOxp in the future</p> <p><b>Each search listed above is a "transaction."</b></p> <p><b>Pricing for excluded searches:</b></p> <ul style="list-style-type: none"> <li>- Super Reverse Phone Lookup will be charged at \$0.25 per transaction</li> <li>- Vehicle Sightings Report will be charged \$8 for each category (current, recent or historical) - \$20 for all 3 categories at once</li> <li>- Social media Search will be charged \$1.00 per transaction</li> </ul> <p>- All other searches/reports are subject to TLO Pricing, which may change from time to time</p>
	<p><b>Subscriber agrees to pay the current PPS for each Seat. If the Subscriber adds to the number of Seats during a billing period, the charges and transactions will be prorated. Reductions in the number of Seats will take effect from the first day of the next billing period.</b></p> <p><b>In no event shall the number of Seats be reduced below the Minimum Seats.</b></p>

For purposes of this Agreement, a "User" is a Subscriber employee, each of whom possesses his/her own unique user id and password to access TLO Products.



**LAW ENFORCEMENT AGENCY REQUEST FORM TO ACCESS TLO SYSTEMS**  
**(\*\*\*\*LAW ENFORCEMENT ONLY\*\*\*\*)**

TLO is dedicated to creating technologies, systems, and tools that protect children, people, companies, and countries from risk, fraud and theft. TLO applauds the efforts of our law enforcement officers across the country in the fight against crime, and is proud to provide our tools free of charge to Law Enforcement Agencies to aid the fight against crime.

TLO requires the Agency's legal designee to make application as follows:

**Law Enforcement Agency**

Agency Name:

Agency Address:

Agency Phone #:

Agency Web Site:

Agency ORI:

Number of Sworn Positions in the Agency:

**Agency Head**

Name:

Phone #:

E-mail Address:

**Authorized Agency Designee**

**Supervisory Rank With Authority to Bind the Agency**

Name:

Division:

Rank:

ID/Badge Number:

Direct Phone #:

E-mail Address:

Cell Phone #:

Account Administrator

(The person responsible for managing your account on behalf of the Agency.)

Name: <u>Alan Roberts</u>	
Division: <u>Civil</u>	
Rank: <u>Deputy</u>	ID/Badge Number: <u>942</u>
Address (if not Headquarters): <u>19217 FM 365 Beaumont Tx, 77705</u>	
Direct Phone #: <u>409-434-5450</u>	Cell Phone #: <u>409-313-3366</u>
E-mail Address: <u>aroberts@co.jefferson.tx.us</u>	

The responsibilities of the Administrator are:

- 1.To coordinate the appropriate use of TLO Systems according to the agreed Acceptable Use Requirements.
- 2.To keep current a complete roster of all employees who have been granted rights to access and use TLO Systems, and to monitor appropriate use.
- 3.To provide required information to TLO to ensure the appropriate use and control of TLO Systems.

Signed By: *James Johnson*  
 Authorized Agency Designee  
4-30-12  
 Date

*Alan Roberts*  
 Administrator  
4-30-12  
 Date



### TLO Acceptable Use Requirements for Law Enforcement:

TLO is dedicated to creating technologies, systems, and tools that protect children, people, companies, and countries from risk, fraud and theft. TLO applauds the efforts of our law enforcement officers across the country in the fight against crime, and is proud to provide our tools free of charge to Law Enforcement Agencies to aid the fight against crime.

1. The Authorized Agency Designee of the Agency must make application for the Agency overall. Once approved, an administrator will be appointed by the Agency to oversee the use of TLO Systems by the Agency, including authorizing access, ensuring appropriate use, and removing access for any employee when warranted.
2. Subject to these Acceptable Use Requirements, TLO grants a license to the Agency to permit online access to TLO Systems at no charge solely for law enforcement purposes. You must acknowledge and agree to these Acceptable Use Requirements by signing this Acceptable Use Requirements form, and strictly abiding by the requirements included here.
3. The Agency understands and acknowledges that data is sometimes entered poorly, processed incorrectly, and generally not free from defect. The results found from TLO Systems should not be relied upon as accurate. Before relying on any information provided by TLO Systems, you must verify it independently through other investigative means in accordance with your Agency's guidelines and protocols. The Agency agrees to hold TLO harmless for any of the Agency's use of the TLO Systems and the information provided by TLO Systems.
4. Members of the Agency must not share access to TLO Systems with anyone who is not in the Agency.
5. You will not use or allow use of TLO Systems for any commercial or non-law enforcement purposes.
6. Use of TLO Systems, and access to any information provided by TLO Systems, may be suspended or revoked at any time by TLO.
7. The Agency agrees it is familiar with laws governing the use of data. The TLO Systems contain data regulated by the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq. ("GLB"), and the Driver's Privacy Protection Act, 18 U.S.C. Section 2721 et seq. ("DPPA"). The screens that display information from the TLO Systems clearly indicate that the results are to be used for Law Enforcement Purposes only; GLB and DPPA permit data to be used for Law Enforcement Purposes. You will also have an option to suppress any GLB and DPPA data, if you are ever in doubt, since for each use, you must comply with the GLB and DPPA permissible uses.

(A) Applicable GLB uses for law enforcement:

- To the extent specifically permitted or required under laws other than GLB, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.



**ATTACHMENT A**

**REQUIRED DOCUMENTS**

- Completed Law Enforcement Agency Request Form To Access TLO Systems
- Copy of Law Enforcement identification or Photo ID with Business Card

561 226 97 17

Revised 2/22/12  
Account # 793591

Subscriber Initials MR  
Page 6 of 5



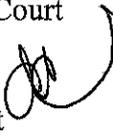
**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: September 22, 2014

Re: Donation of Vehicle

Consider and possibly approve donation of (1) vehicle 2014 Ford F150 Pickup Truck, VIN# 1FTFW1EF3EKF40725 from U.S. Marshall to Jefferson County Sheriff Department.

Thank you.

**Sylvia Moore**

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**From:** Deb Syphrett-Clark [syphrett@co.jefferson.tx.us]

**Sent:** Thursday, August 28, 2014 11:11 AM

**To:** smoore@co.jefferson.tx.us

**Subject:** FW: Vehicle

FYI

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**From:** Mark Dubois [mailto:mdubois@co.jefferson.tx.us]

**Sent:** Thursday, August 28, 2014 10:49 AM

**To:** syphrett@co.jefferson.tx.us

**Subject:** Vehicle

Deb,

The vehicle that is being replaced by the truck that was given to us but the US Marshall's office is listed below.

2011 Ford Crown Victoria VIN # 2FABP7BV0BX103970

Feel free to contact me if you have any questions.

Thanks,

Mark

Chief Deputy Mark Dubois  
Jefferson County Sheriff's Office

Office: (409) 835-8734

Fax: (409) 835-8784

Cell: (409) 719-3871



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark   
Purchasing Agent

Date: September 18, 2014

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 29, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 2 <i>contact person: Linda Cormier</i>	HP DESKJET 5550 PRINTER	MY2AL1J21X	27114
DISTRICT ATTORNEY	VHS PLAYER		27972
DISTRICT ATTORNEY <i>contact person: Emily Beugh</i>	KEYBOARD		
J.P. PCT 7	CALCULATOR		24870
J.P. PCT 7	TYPEWRITER		4343
J.P. PCT 7	TYPEWRITER		4344
J.P. PCT 7 <i>contact person: Denise Roccaforte</i>	CALCULATOR	5D081172	
PURCHASING <i>contact person: Sylvia Moore</i>	STENO CHAIR		32283
TAX - PORT ARTHUR	EXECUTIVE HIGH BACK-MESH BLACK LEATHER CHAIR		NO TAG
TAX - PORT ARTHUR	EXECUTIVE HIGH BACK-MESH BLACK LEATHER CHAIR		NO TAG
TAX - PORT ARTHUR <i>contact person: Bernadette Antwine</i>	BROWN SECRETARIAL CHAIR NO ARMS		1075
TAX - BEAUMONT	CANON CALCULATOR		2320
TAX - BEAUMONT	CANON CALCULATOR	224910	
TAX - BEAUMONT	SHARP CALCULATOR	0D072679	
TAX - BEAUMONT	CANON CALCULATOR	155988	
TAX - BEAUMONT	CANON CALCULATOR	159631	
TAX - BEAUMONT	CANON CALCULATOR	329263	
TAX - BEAUMONT <i>contact person: Debbie Bevilacqua</i>	CANON CALCULATOR	227415	

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

**AGENDA ITEM****September 29, 2014**

*Consider and possibly authorize the County Judge to execute the Cable Relocation Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and Jack Brooks Regional Airport for relocation of FAA conduit or cables for the Runway Safety Area Project.*

Agreement Number  
AJW-FN-CSA-14-2159

**CABLE RELOCATION REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**JACK BROOKS REGIONAL AIRPORT  
BEAUMONT, TEXAS**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, materials, supplies, equipment, and services which the Jack Brooks Regional Airport (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

**WHEREAS**, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and Jack Brooks Regional.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

This Agreement provides funding for FAA services to support modification or relocation of FAA conduit or cables necessitated by the Sponsor's project:

**Agreement Number  
AJW-FN-CSA-14-2159**

The Sponsor's project to improve the runway safety area (RSA) for Runways 12 and 34 will involve grading and fill. This grading and fill for the Runway 12 RSA will be in and around the FAA Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) facility. This agreement will provide FAA construction oversight of this grading, fill around the MALSR facility and potential impact to the the electrical and control field cabling for this facility.

Therefore, this Agreement is titled:

Cable Relocation Reimbursable Agreement for the Runway 12 runway safety area improvements at the Jack Brooks Regional Airport

A. The FAA will perform the following activities:

1. Provide engineering design review to ensure the Sponsor's design conforms to FAA design standards.
2. Provide resident engineering services to monitor the pertinent portions of the Sponsor's construction contract.
3. Ensure the relocated/modified conduits and cables are installed in accordance with FAA standards.
4. Perform cable terminations or reconnections at FAA-owned facilities or equipment, or provide oversight if the terminations or reconnections aren't performed by the FAA.
5. Participate in the Sponsor's Contract Acceptance Inspection and FAA Joint Acceptance Inspection, if required, to return the affected FAA facilities to service.
6. Update applicable FAA configuration-controlled cable baseline drawings to reflect changes.

B. The Sponsor will perform the following activities:

1. Provide the FAA with the pertinent sheets/sections of the project plans and specifications for the Sponsor's project which will impact the FAA's conduits and cables.
2. Provide regularly updated project schedules to the FAA.
3. Coordinate the scheduling of any FAA facility shutdowns with the FAA.
4. Construct new underground duct banks, and install and terminate the relocated cables.
5. Provide direction and instruction to its contractors in accordance with comments and instructions received from the FAA.
6. Facilitate and participate in a Contract Acceptance Inspection and FAA Joint Acceptance Inspection, if applicable, to accept the contractor's completed work and prior to returning the FAA facilities and equipment to service.
7. Provide an electronic version of "as-built" drawings derived from the construction "red line" drawings such that FAA can incorporate the drawings into final drawings with the standard FAA format.

**Agreement Number**  
**AJW-FN-CSA-14-2159**

This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is: [MM/DD/YYYY] and the grant number is: [Grant Number]. 0

**ARTICLE 4. Points of Contact**

**A. FAA:**

1. The NAVAIDS Engineering Center- Fort Worth, Texas will perform the scope of work included in this Agreement. Erbey Fernandez is the Manager, NAVAIDS Engineering Center- Fort Worth, Texas and liaison with the Sponsor and can be reached at 817-222-4523 and [erbey.fernandez@faa.gov](mailto:erbey.fernandez@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley Logan who can be reached at 817-222-4395 or [brad.logan@faa.gov](mailto:brad.logan@faa.gov).

**B. Sponsor:**

Alex Rupp, Airport Director, Jack Brooks Regional Airport who can be reached at 409-719-4900 or [arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us)

**ARTICLE 5. Non-Interference with Operations**

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

**ARTICLE 6. Reserved**

**ARTICLE 7. Estimated Costs**

The fully-loaded estimated FAA cost associated with this Agreement is \$42,686.13. This estimate includes 17% overhead for labor and 6% overhead for non-labor charges.

**ARTICLE 8. Period of Agreement and Effective Date**

**Agreement Number**  
**AJW-FN-CSA-14-2159**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend 18 months beyond its effective date.

**ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-323, Reimbursable Project Team  
P.O. Box 25082  
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-323, Reimbursable Project Team  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169  
Telephone: 405-954-6724

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Jack Brooks Regional Airport  
Attn: Alex Rupp  
4875 Parker Drive  
Beaumont, Texas 77705

**Agreement Number  
AJW-FN-CSA-14-2159**

409-719-4900

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Modifications**

Changes and/or modifications to this Agreement will be formalized by an appropriate written modification that will identify in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will

**Agreement Number  
AJW-FN-CSA-14-2159**

be netted against the advance payment and, as appropriate, a refund or bill will be issued.

**ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

**ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

**ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

**ARTICLE 15. Reserved**

**ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

**Agreement Number  
AJW-FN-CSA-14-2159**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

**ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**Agreement Number  
AJW-FN-CSA-14-2159**

**FEDERAL AVIATION  
ADMINISTRATION**

**County of Jefferson, Texas**

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Southwest Region  
Logistics Service Area

Fort Worth, Texas 76193

September 18, 2014

Jack Brooks Regional Airport  
Attn: Alex Rupp  
4875 Parker Drive  
Beaumont, Texas 77705

Dear Alex Rupp,

This letter is in reference to Memorandum of Agreement #AJW-FN-CSA-14- 2159 between the Federal Aviation Administration and the Jack Brooks Regional. Enclosed are four (4) originals for your review and signature, if acceptable, sign and return four (4) originals to the following address:

Federal Aviation Administration  
Attn: Bradley K. Logan (AAQ-520)  
2601 Meacham Blvd.  
Fort Worth, Texas 76137

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-520, 817-222-4395.

Sincerely,

  
Bradley K. Logan  
Contracting Officer

Enclosure  
Memorandum of Agreement #AJW-FN-CSA-14-2159

cc: Planning and Requirements Group, AJV-C3



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Southwest Region  
Logistics Service Area

Fort Worth, Texas 76193

September 18, 2014

Jack Brooks Regional Airport  
Attn: Alex Rupp  
4875 Parker Drive  
Beaumont, Texas 77705

Dear Alex Rupp,

This document is the payment computation and the request for payment referenced in Article 9 of MOA #AJW-FN-CSA-14-2159 of the reimbursable agreement between the Federal Aviation Administration and the Jack Brooks Regional Airport, (Herein referred to as the Agreement) to which this document is attached.

As set forth in Article 7 of MOA #AJW-FN-CSA-14-2159 in the Agreement, the agency's total estimated cost to be reimbursed is \$42,686.13. The advance payment, or start-up amount will be \$42,686.13. The Sponsor can either make payment via check or you use Pay.Gov. Attached to this document are the instructions on how to use pay.gov.

Upon receipt of this notice, please send payment or pay via Pay.Gov in the amount of \$42,686.13 to the FAA as described in Article 9 of the Agreement no later than 5 days after the date of this request. After payment is received, the FAA may begin to incur obligations to implement the Agreement. Please provide Mr. Bradley K. Logan a copy of that check.

When you send your payment, please include a copy of this document and send payment to:

**Billing Office**

FAA - Mike Monroney Aeronautical Center  
Attn: AMK-323, Reimbursable Project Team  
P.O. Box 25082  
Oklahoma City, Oklahoma 73125  
Telephone: 405-954-6724

**Fedex Address**

DOT/FAA/Mike Monroney Aeronautical Center  
Attn: AMK-323, Reimbursable Project Team  
6500 S. MacArthur Blvd.  
Oklahoma City, Oklahoma 73169  
Telephone: 405-954-6724

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-520, 817-222-4395.

Sincerely,



Bradley K. Logan  
Contracting Officer

Enclosure  
Memorandum of Agreement #AJW-FN-CSA-14-2159

cc: Planning and Requirements Group, AJV-C3

### Submitting Reimbursable Payment via Pay.gov

Project sponsors can use the pay.gov system to submit payment for FAA reimbursable agreements.

- The use of pay.gov is free of charge to the project sponsor/customer
- The project sponsor must still provide the fully executed agreement before funding can be obligated/used within the FAA
- Project sponsors can pay via check or credit card on the pay.gov system
- Credit card payments limits are based on card holder daily transaction limits set by their credit card bank

### Basic Instructions for Using pay.gov

Step	Instructions
<b>1. Find the Correct Agency Form</b>	<ul style="list-style-type: none"> <li>• Go to pay.gov website (<a href="https://pay.gov/public/home">https://pay.gov/public/home</a>)</li> <li>• Use the Search box at the top of the home page to find "FAA Reimbursable Agreements"</li> <li>• Click on "continue to the form"</li> </ul> <p><b>To go directly to the FAA Reimbursable Agreement form, go to: <a href="https://pay.gov/public/form/entry/101/">https://pay.gov/public/form/entry/101/</a></b></p>
<b>2. Prepare</b>	<p>Prepare payment information by gathering information needed for payment</p> <ul style="list-style-type: none"> <li>• <b>FAA specific information:</b> Agreement Number, FAA POC ("AMK-323 Reimbursable Project Team")</li> <li>• <b>Sponsor payment Information:</b> checking or savings account number, the bank's routing transit number from a check or bank statement, credit card account number, expiration date and the security code from the back of the card</li> </ul>
<b>3. Complete the Agency Form</b>	<p>Complete the FAA Reimbursable Agreement Form</p> <ul style="list-style-type: none"> <li>• Required information is marked with an asterisk (*).</li> <li>• Make sure you have clicked on any boxes that need to be checked.</li> </ul>
<b>4. Enter Your Payment Information</b>	<p>Enter your payment information</p> <ul style="list-style-type: none"> <li>• Select your payment method (e.g., credit card or check)</li> <li>• Make sure you have clicked on any boxes that need to be checked.</li> <li>• Enter Your Payment Account Information</li> <li>• Fill in the payment information. Make sure you type information in all the fields marked with an asterisk (*).</li> </ul>
<b>5. Review and Submit Your Payment</b>	<p>Make sure the payment information and amount is correct.</p> <ul style="list-style-type: none"> <li>• If you want to have a confirmation (receipt) emailed to you, click the box next to "I would like to receive an email confirmation of this transaction". Then type in your email address and confirm it.</li> <li>• Click the box next to "I agree to the Pay.gov authorization and disclosure statement". <b>You MUST check this box or the payment will not be accepted.</b></li> </ul>
<b>6. Save or Print Your Confirmation</b>	<p>Pay.gov recommends you print the confirmation shown at the end of a payment.</p>

Screen Shot of FAA Reimbursable Agreement Form (in pay.gov)

<https://pay.gov/public/form/entry/101/>



## FEDERAL AVIATION ADMINISTRATION

*Reimbursable Agreement Advance Collection*

Company Name \*

Business Address \*

Address 2

City \*

State \*  Zip Code \*

POC Name \*

POC Phone \*

POC Email \*

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FAA Agreement Number

FAA Invoice Number

FAA POC Name

---

Payment Amount \*

Payment Description \*

\*Required Field

- **Information above the first green line:** Required information from the person that is making the payment. If there are any questions, that individual may be contacted.
- **Information between the green lines:** sponsor must enter the FAA agreement number in the appropriate field and enter "AMK-323 Reimbursable project team" in the FAA POC field
- **Information below the last green line:** Includes the amount of the payment and any other information that that would be important to make sure that the payment is applied correctly

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



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

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

**MEMORANDUM**

**TO:** Fran Lee, Auditing  
**FROM:** Commissioner Eddie Arnold, R&B Pct #1  
**DATE:** September 23, 2014  
**RE:** Transfer

Please transfer line item PO #059729 in the amount of \$22,722.75, 2015 Dodge 1500 Tradesman 4X2 Pickup to capital funds.

Thank you,  
Patricia Nantz  
R & B #1

*OK Rob C Duff*

*There has been a delay in delivery of vehicle.*

*120 - 0000 - 491 - 8006 \$22,723*

*111 - 0109 - 431 - 6042 (\$22,723)*

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 24, 2014

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The following budget transfer is necessary for Elections Department for additional cost for postage. Please call if you have any questions.

120-1034-414-4052	Postage	\$1,500
120-1034-414-5024	Election Exp-Judges/Clks	\$1,500

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** SEPTEMBER 23, 2014

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The following budget transfer is necessary for 252<sup>nd</sup> District Court for additional cost. Please call if you have any questions.

120-2037-412-2002	Employees Retirement	\$1,200
120-2037-412-4052	Postage	\$ 750
120-2037-412-3078	Office Supplies	\$1,200
120-2037-412-5077	Contractual Services	\$ 750

# JEFFERSON COUNTY CONSTABLE

PRECINCT-1

COLEY "NICK" SALEME



## Memo

Date: September 24, 2014

To: Fran Lee, Financial Manager

From: Constable's Office Precinct 1

Fax #: (409) 839-2369

RE: Transfer Line Item

Priority: [Urgent]

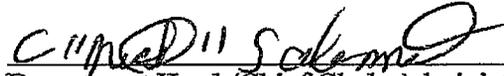
### Line-item Transfer Amendment

DATE: September 24, 2014

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	FROM	TO
From:	Overtime Allowance	120 3065 425-10-98	800.00	
To:	Clothing	120 3065 425-30-17		800.00
Reason:	Amount to Cover Invoices			

  
 Department Head / Chief Clerk-Administrative Assistant

Approved: County Judge for Commissioners Court

Attest: County Clerk

**Patrick Swain**

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**From:** ndgrants@fema.gov  
**Sent:** Thursday, September 18, 2014 3:41 PM  
**To:** pswain@co.jefferson.tx.us  
**Subject:** Award Notification

Mister Patrick Swain  
Jefferson County, Texas  
1149 Pearl, 7th Floor  
Beaumont, TX, 77701

Congratulations!

Your grant application EMW-2014-PU-APP-00143 submitted under the Department of Homeland Security's (DHS) FY 2014 Port Security Grant Program has been approved for award and the award number is EMW-2014-PU-00143-S01 . Please go to [<https://portal.fema.gov>]. This will take you to the ND Grants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line. Please note you must be the Authorizing Official in order to accept the award.

Once you are in the system, the Home page will be the first screen you see. You will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review the award package for your award. Please print your award package for your records.

While you are in the system, you will see a link that says 1199A Forms on the left. Click this link. This link will take you to the SF1199A, Direct Deposit Sign-up Form. Please fill out and have your bank complete and sign the SF1199A. The SF1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center  
Attn: Vendor Maintenance  
P.O. Box 9001  
Winchester, VA 22604

Secured Fax: (540) 504-2625  
Email: [FEMA-Finance@FEMA.DHS.gov](mailto:FEMA-Finance@FEMA.DHS.gov)

Keep a copy of the form in your grant files. If you have any questions regarding your SF-1199A, please call 1-866-927-5646 or write to us at [Ask-GMD@fema.gov](mailto:Ask-GMD@fema.gov).

Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Patrick Swain  
Jefferson County, Texas  
1149 Pearl, 7th Floor  
Beaumont, TX 77701

Re: Grant No. EMW-2014-PU-00143

Dear Patrick Swain:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Port Security Grant Program has been approved in the amount of \$54,000.00 . As a condition of this award, you are required to contribute a cost match in the amount of \$18,000.00 of non-Federal funds, or 25 percent of the total approved project costs of \$72,000.00 .

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center  
Attn: Vendor Maintenance  
P.O. Box 9001  
Winchester, VA 22604

Secured Fax: (540) 504-2625  
Email: [FEMA-Finance@FEMA.DHS.gov](mailto:FEMA-Finance@FEMA.DHS.gov)

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.

BRIAN KAMOIE, GPD Assistant Administrator

Agreement Articles  
2014-09-01 00:00:00.0

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** Jefferson County, Texas  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2014-PU-00143-S01

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Article XXX	Reporting Subawards and Executive Compensation

#### Article I - Summary Description of Project

Project 1: Marine Division Maintenance & Operation is fully funded for \$54,000.

#### Article II - Assurances, Administrative Requirements and Cost Principles

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

#### Article III - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### Article IV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### Article VI - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### Article VII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### Article VIII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### Article IX - Duplication of Benefits

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### Article X - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### Article XI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

#### Article XII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

#### Article XIV - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

#### Article XV - Non-supplanting Requirement

Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

#### Article XVI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

#### Article XVII - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

#### Article XVIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### Article XIX - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### Article XX - Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

#### Article XXI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### Article XXIV - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, 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.

#### Article XXV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### Article XXVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP

persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### Article XXVII - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### Article XXVIII - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### Article XXIX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### Article XXX - Reporting Subawards and Executive Compensation

##### A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action in accordance with the submission instructions posted at <http://www.fsrs.gov> specify.

##### B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. In the preceding fiscal year, you received -

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at <http://www.sam.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

a. in the subrecipient's preceding fiscal year, the subrecipient received-

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR § 25.320:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.

3. Subaward, as defined in 2 CFR § 170.325:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2014-PU-00143-S01	2. AMENDMENT NO. 746000291	3. RECIPIENT NO. 20528-7000	4. TYPE OF ACTION AWARD	5. CONTROL NO. W510909N		
6. RECIPIENT NAME AND ADDRESS Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX, 77701		7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Patrick Swain		10. PHONE NO. (409) 835-8500	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov			
11. EFFECTIVE DATE OF THIS ACTION 09/01/2014		12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 09/01/2014 To: 08/31/2016 Budget Period 09/01/2014 08/31/2016	
15. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2014-SL-B411-P400- -4101-D:W510909N \$ 54,000.00	\$0.00	\$54,000.00	\$54,000.00	\$18,000.00
<b>TOTALS</b>			\$0.00	\$54,000.00	\$54,000.00	\$18,000.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A					DATE N/A	
18. FEMA SIGNATORY OFFICIAL (Name and Title) ANDREA GORDON , Assistance Officer					DATE 09/06/2014	

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
JAN GIROUARD & ASSOCIATES	661.98	398868	
TRI-CITY COFFEE SERVICE	186.45	398935	
WARREN'S DO-NUTS	114.78	398994	
			963.21**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
BRANCE KRACHY CO., INC.	195.77	398845	
CARQUEST AUTO PARTS # 96	714.92	398849	
KAY ELECTRONICS, INC.	72.00	398887	
M&D SUPPLY	293.44	398891	
AT&T	61.60	398925	
TRI-CON, INC.	732.76	398934	
WHEELER TRUCK BODY EQUIPMENT	3,667.50	398942	
DEPARTMENT OF INFORMATION RESOURCES	.06	398953	
MARTIN PRODUCT SALES LLC	6,797.16	398999	
			12,535.21**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
APAC, INC. - TROTTI & THOMSOM	778.05	398840	
MUNRO'S	18.45	398897	
DEPARTMENT OF INFORMATION RESOURCES	1.21	398953	
BUMPER TO BUMPER	33.14	398987	
KNIFE RIVER	184.95	399007	
GS GLOBAL SUPPLY LP	318.59	399026	
ASCO	468.78	399048	
			1,803.17**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
ENTERGY	246.26	398874	
CASH ADVANCE ACCOUNT	1,005.23	398883	
DEPARTMENT OF INFORMATION RESOURCES	.28	398953	
			1,251.77**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
ENTERGY	1,145.06	398874	
M&D SUPPLY	68.33	398891	
MUNRO'S	77.70	398897	
OFFICE DEPOT	152.64	398906	
OIL CITY TRACTORS, INC.	589.13	398907	
PHYSICIAN SALES & SERVICE, INC.	1,731.81	398912	
DEPARTMENT OF INFORMATION RESOURCES	.40	398953	
EVERETT D ALFRED	283.84	398978	
COREY HAYNES	350.00	399023	
ON TIME TIRE	154.09	399036	
SAM'S CLUB DIRECT	737.50	399040	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	125.83	399062	
THE MEDICAL CENTER OF SE TEXAS LP	500.00	399069	
			5,916.33**
<b>ENGINEERING FUND</b>			
WESTERN DATA	3,197.24	398941	
WHITE REPROGRAPHICS	15.00	398944	
UNITED STATES POSTAL SERVICE	3.04	398965	
			3,215.28**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	358.44	398874	
			358.44**
<b>GENERAL FUND</b>			
GARRETT WILLIAMS	135.48	399071	
			135.48*
<b>TAX OFFICE</b>			
OFFICE DEPOT	2,099.93	398906	
ACE IMAGEWEAR	20.69	398922	
DEPARTMENT OF INFORMATION RESOURCES	.25	398953	
UNITED STATES POSTAL SERVICE	1,688.44	398965	
THOMSON REUTERS-WEST	256.50	399051	
			4,065.81*
<b>COUNTY HUMAN RESOURCES</b>			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	583.56	398906	
UNITED STATES POSTAL SERVICE	24.26	398965	607.82*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	33.76	398965	33.76*
COUNTY CLERK			
OFFICE DEPOT	343.25	398906	
UNITED STATES POSTAL SERVICE	613.96	398965	
BAY TECH LABEL, INC.	2,551.40	398975	3,508.61*
COUNTY JUDGE			
FED EX	53.20	398866	
JAN GIROUARD & ASSOCIATES	600.00	398868	
MANNINGS SCHOOL SUPPLY	19.95	398892	
OFFICE DEPOT	158.29	398906	
UNITED STATES POSTAL SERVICE	1.63	398965	
GRACE NICHOLS	2,400.00	399015	
HARVEY L WARREN III	1,200.00	399021	
THOMSON REUTERS-WEST	116.58	399051	4,549.65*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	26.35	398965	
KIM ISAACS	44.41	398983	70.76*
COUNTY TREASURER			
OFFICE DEPOT	119.16	398906	
CDW COMPUTER CENTERS, INC.	137.41	398951	
UNITED STATES POSTAL SERVICE	557.04	398965	813.61*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	7,766.15	398908	7,766.15*
PURCHASING DEPARTMENT			
OFFICE DEPOT	207.26	398906	
UNITED PARCEL SERVICE	21.24	398936	
UNITED STATES POSTAL SERVICE	30.40	398965	258.90*
GENERAL SERVICES			
CURTIS 1000, INC.	377.06	398859	
SAM'S CLUB DIRECT	50.00	399040	
DYNAMEX INC	226.85	399060	653.91*
DATA PROCESSING			
DLT SOLUTIONS INC.	409.70	398838	
DELL MARKETING L.P.	1,840.16	398860	
DAVID A. DOMINGUEZ	183.68	398861	
GRAYBAR ELECTRIC COMPANY, INC.	229.20	398870	
OFFICE DEPOT	148.07	398906	
CDW COMPUTER CENTERS, INC.	4,428.14	398951	
TODD L. FREDERICK	274.40	398969	
SHI GOVERNMENT SOLUTIONS, INC.	3,587.00	398970	
CRYSTAL THIERRY	201.60	399003	
MICHAEL BAIN	202.72	399004	
LIVE ACTION	1,999.00	399030	13,503.67*
VOTERS REGISTRATION DEPT			
CDW COMPUTER CENTERS, INC.	225.42	398951	
UNITED STATES POSTAL SERVICE	507.63	398965	733.05*
ELECTIONS DEPARTMENT			
M&D SUPPLY	10.47	398891	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	479.36	398906	
CDW COMPUTER CENTERS, INC.	139.17	398951	
ELECTION SYSTEMS & SOFTWARE, INC.	6,857.20	398954	
UNITED STATES POSTAL SERVICE	2,547.42	398965	
ABSOLUTE PRINT SOLUTIONS	1,744.05	399035	11,777.67*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	1,160.60	398848	
JAMES C. HUEBEL	153.59	398879	
CASH ADVANCE ACCOUNT	281.61	398884	
KIRKSEY'S SPRINT PRINTING	101.35	398889	
CREIG D. MILLER	252.67	398894	
JOHN NELSON	109.20	398899	
OFFICE DEPOT	1,684.90	398906	
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	398931	
CDW COMPUTER CENTERS, INC.	1,338.57	398951	
UNITED STATES POSTAL SERVICE	759.36	398965	
LEXIS-NEXIS	98.00	398966	
MISTY CRAVER	14.68	398977	
JAMES E HUEBEL	105.28	399033	
LESLIE JONES	39.76	399054	
HEALTHPORT	73.59	399057	6,233.16*
DISTRICT CLERK			
OFFICE DEPOT	237.42	398906	
UNITED STATES POSTAL SERVICE	518.28	398965	755.70*
CRIMINAL DISTRICT COURT			
REBECCA KISE	179.45	398844	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	398871	
OFFICE DEPOT	313.52	398906	
RICARDO VEGA	100.00	398937	
RENE MULHOLLAND	2,735.40	398938	
CHARLES ROJAS	900.00	398952	
UNITED STATES POSTAL SERVICE	4.92	398965	
RYAN GERTZ	600.00	399020	
JAMES R. MAKIN, P.C.	3,125.00	399027	9,148.29*
58TH DISTRICT COURT			
DELL MARKETING L.P.	1,120.93	398860	
SHI GOVERNMENT SOLUTIONS, INC.	329.00	398970	1,449.93*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	398965	.41*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	11.61	398965	11.61*
172ND DISTRICT COURT			
NATIONAL BAR ASSOCIATION	400.00	398898	
UNITED STATES POSTAL SERVICE	6.48	398965	406.48*
252ND DISTRICT COURT			
GAYLYN COOPER	800.00	398829	
DAVID GROVE	3,500.00	398831	
LEAH HAYES	87.30	398876	
OFFICE DEPOT	43.79	398906	
JOHN D WEST	2,900.00	398958	
UNITED STATES POSTAL SERVICE	776.64	398965	
JAMES R. MAKIN, P.C.	5,912.50	399027	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	399031	14,615.23*
279TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	155.00	398882	

NAME	AMOUNT	CHECK NO.	TOTAL	
UNITED STATES POSTAL SERVICE 317TH DISTRICT COURT	.41	398965	155.41*	
UNITED STATES POSTAL SERVICE JUDY PAASCH	1.82 2,233.33	398965 398989	2,235.15*	
JUSTICE COURT-PCT 1 PL 1 UNITED STATES POSTAL SERVICE	36.26	398965	36.26*	
JUSTICE COURT-PCT 1 PL 2 OFFICE DEPOT CDW COMPUTER CENTERS, INC.	578.26 535.94	398906 398951	1,536.84*	
UNITED STATES POSTAL SERVICE CLASSIC FORMS AND PRODUCTS	236.64 186.00	398965 398979		
JUSTICE COURT-PCT 4 DEPARTMENT OF INFORMATION RESOURCES	.88	398953		.88*
JUSTICE COURT-PCT 6 UNITED STATES POSTAL SERVICE	102.15	398965	102.15*	
JUSTICE COURT-PCT 7 DEPARTMENT OF INFORMATION RESOURCES	.13	398953	.13*	
COUNTY COURT AT LAW NO.1 UNITED STATES POSTAL SERVICE DON TAYLOR	2.03 49.50	398965 399056	51.53*	
COUNTY COURT AT LAW NO. 2 JACK LAWRENCE DELL MARKETING L.P.	2,606.34 1,120.93	398832 398860	7,058.28*	
JEFFERSON CTY. BAR ASSOCIATION JONES MCCLURE PUBLISHING, INC.	125.00 247.40	398882 398886		
OFFICE DEPOT MARVA PROVO	820.81 250.00	398906 398914		
CDW COMPUTER CENTERS, INC. CHARLES ROJAS	1,590.89 250.00	398951 398952		
UNITED STATES POSTAL SERVICE COUNTY COURT AT LAW NO. 3	46.91	398965		
MARVA PROVO UNITED STATES POSTAL SERVICE	300.00 68.28	398914 398965		
THE LEWIS LAW FIRM COURT MASTER	397.50	399008		765.78*
OFFICE DEPOT UNITED STATES POSTAL SERVICE	39.71 20.45	398906 398965		60.16*
MEDIATION CENTER PRESS CLUB OF SOUTHEAST TEXAS CDW COMPUTER CENTERS, INC.	30.00 435.53	398950 398951		2,394.47*
UNITED STATES POSTAL SERVICE 4IMPRINT, INC.	11.63 1,168.44	398965 398971		
KARA HAWTHORN COMMUNITY SUPERVISION	748.87	399028		
GUARDIAN FORCE CDW COMPUTER CENTERS, INC.	2,490.00 359.16	398828 398951	2,849.16*	
SHERIFF'S DEPARTMENT				

NAME	AMOUNT	CHECK NO.	TOTAL
GT DISTRIBUTORS, INC.	257.90	398867	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	725.00	398881	
LYNN PEAVEY CO., INC.	209.65	398890	
OFFICE DEPOT	3,087.42	398906	
DEPARTMENT OF INFORMATION RESOURCES	.84	398953	
VERIZON WIRELESS	2,871.21	398959	
UNITED STATES POSTAL SERVICE	2,862.87	398965	
FIVE STAR FEED	4,899.56	398980	
CODE BLUE	1,033.00	398985	
SOUR LAKE VETERINARY CLINIC	919.00	399042	
THOMSON REUTERS-WEST	510.90	399051	
HG2 EMERGENCY LIGHTING	545.00	399067	
CRIME LABORATORY			17,922.35*
ACCUTOX, INC.	75.00	398825	
OFFICE DEPOT	339.58	398906	
SANITARY SUPPLY, INC.	121.08	398921	
SOUTHEAST TEXAS WATER	79.90	398924	
CAYMAN CHEMICAL COMPANY	170.00	399022	
JAIL - NO. 2			785.56*
HILO / O'REILLY AUTO PARTS	54.82	398826	
PLASTOCON, INC.	1,898.83	398830	
CITY OF BEAUMONT - WATER DEPT.	18,520.33	398852	
COASTAL WELDING SUPPLY	37.20	398855	
HERNANDEZ OFFICE SUPPLY, INC.	1,748.33	398877	
CASH ADVANCE ACCOUNT	675.52	398883	
M&D SUPPLY	91.46	398891	
PETTY CASH - SHERIFF'S OFFICE	399.00	398910	
ROBINSON TEXTILES	6,209.30	398917	
RALPH'S INDUSTRIAL ELECTRONICS	705.00	398918	
SANITARY SUPPLY, INC.	410.68	398921	
SHERWIN-WILLIAMS	622.85	398923	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,220.77	398940	
WORTH HYDROCHEM	327.00	398947	
DEPARTMENT OF INFORMATION RESOURCES	6.93	398953	
INTERCONTINENTAL JET CORP	2,527.00	398990	
BELT SOURCE	61.83	398996	
CRAFTMASTER HARDWARE COMPANY INC	1,289.00	399000	
AIRGAS SOUTHWEST	395.85	399012	
TROOP INDUSTRIAL	163.66	399039	
SAFETY SOURCE APPAREL	100.00	399045	
CONMED INC	264,160.00	399047	
BENCHMARK PLUMBING	752.10	399058	
JUVENILE PROBATION DEPT.			305,377.46*
HERNANDEZ OFFICE SUPPLY, INC.	807.00	398877	
UNITED STATES POSTAL SERVICE	35.35	398965	
LYNN BIERHALTER	7.28	398995	
JUVENILE DETENTION HOME			849.63*
CITY OF BEAUMONT - WATER DEPT.	3,334.90	398852	
EPS	4,127.21	398864	
W.W. GRAINGER, INC.	464.85	398869	
CASH ADVANCE ACCOUNT	438.00	398883	
OFFICE DEPOT	886.24	398906	
PHYSICIAN SALES & SERVICE, INC.	865.22	398912	
SANITARY SUPPLY, INC.	1,761.05	398921	
JOHN C. WHITE, D.D.S.	200.00	398943	
OAK FARM DAIRY	268.63	398949	
FLOWERS FOODS	67.90	398982	
ATTABOY TERMITE & PEST CONTROL	80.00	399018	
BROTHERS PRODUCE	103.22	399032	
CONSTABLE PCT 1			12,597.22*
KAY ELECTRONICS, INC.	290.11	398887	
UNITED STATES POSTAL SERVICE	199.98	398965	
COLEY "NICK" SALEME	101.69	399063	
CONSTABLE-PCT 4			591.78*

NAME	AMOUNT	CHECK NO.	TOTAL
CODE BLUE	1,014.00	398985	
MIKE SMITH ENTERPRISES	409.00	399002	
INTERSTATE ALL BATTERY CENTER - BMT	360.00	399017	1,783.00*
CONSTABLE-PCT 6			
OFFICE DEPOT	122.96	398906	
FRED PRYOR SEMINARS & CAREER TRACK	398.00	398915	
UNITED STATES POSTAL SERVICE	26.13	398965	
DISCOUNT UNIFORM INTERNATIONAL INC	94.98	398997	
TEXAS COMMISSION ON LAW ENFORCEMENT	250.00	399011	892.07*
CONSTABLE PCT. 7			
AT&T	29.70	398925	
DEPARTMENT OF INFORMATION RESOURCES	.09	398953	29.79*
CONSTABLE PCT. 8			
DELL MARKETING L.P.	2,241.86	398860	
OFFICE DEPOT	151.29	398906	
SHI GOVERNMENT SOLUTIONS, INC.	658.00	398970	
THOMSON REUTERS-WEST	36.00	399051	
SILSBEE FORD INC	927.47	399061	4,014.62*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	35.00	398823	
PRECISION BUSINESS MACHINES, INC.	577.64	398827	
FED EX	42.97	398866	
NATIONAL MARINE EDUCATORS ASSOC	60.00	398960	
UNITED STATES POSTAL SERVICE	1.22	398965	
TEXAS 4-H & YOUTH DEVELOPMENT	225.00	398993	941.83*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,750.00	398847	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	398858	
ENTERGY	70.00	398875	
OFFICE DEPOT	385.12	398906	
UNITED STATES POSTAL SERVICE	163.89	398965	
NOVARTIS VACCINES AND DIAGNOSTICS	2,123.15	399043	5,992.16*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	1,473.48	398906	
PHYSICIAN SALES & SERVICE, INC.	3,363.93	398912	
TIME WARNER COMMUNICATIONS	78.14	398929	4,915.55*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	398833	1,000.00*
CHILD WELFARE UNIT			
DISA, INC.	766.00	398863	
BEAUMONT OCCUPATIONAL SERVICE, INC.	801.95	398972	
J.C. PENNEY'S	762.68	398973	2,330.63*
ENVIRONMENTAL CONTROL			
AT&T	42.50	398925	
DEPARTMENT OF INFORMATION RESOURCES	.43	398953	
COASTAL BUSINESS FORMS	122.22	399049	165.15*
INDIGENT MEDICAL SERVICES			
GUARDIAN FORCE	90.00	398828	
KINGS PHARMACY	184.06	398835	
KING'S PHARMACY BEAUMONT	206.26	399034	
CARDINAL HEALTH 110 INC	2,534.33	399055	3,014.65*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
AAA LOCK & SAFE	137.45	398822	
MARK'S PLUMBING PARTS	433.52	398824	
D&N SERVICES	190.00	398841	
CINTAS, INC.	466.96	398850	
CITY OF BEAUMONT - WATER DEPT.	10,914.71	398852	
COBURN'S, BEAUMONT BOWIE (1)	109.09	398856	
W.W. GRAINGER, INC.	615.89	398869	
ENTERGY	7,955.93	398874	
M&D SUPPLY	18.20	398891	
MOORE SUPPLY, INC.	411.74	398896	
OFFICE DEPOT	318.18	398906	
PORTER'S, INC.	35.00	398913	
ACE IMAGEWEAR	329.38	398922	
AT&T	4,643.74	398925	
TCT INDUSTRIES, INC.	450.00	398930	
TRANSLOGIC CORP.	3,190.35	398933	
WHOLESALE ELECTRIC SUPPLY CO.	1,018.84	398946	
DEPARTMENT OF INFORMATION RESOURCES	7,029.21	398953	
BAKER DISTRIBUTING COMPANY	169.39	398981	
BELT SOURCE	99.50	398996	
VOSS LIGHTING	982.80	399001	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	399059	62,207.64*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	375.88	398853	
COBURN'S GROVES (5)	.99	398857	
DRAGO HARDWARE CO.	17.29	398862	
FRED MILLER STORES	49.90	398895	
SANITARY SUPPLY, INC.	70.30	398921	
DEPARTMENT OF INFORMATION RESOURCES	1.92	398953	
LOWE'S HOME CENTERS, INC.	120.98	398974	
BAKER DISTRIBUTING COMPANY	79.60	398981	
PARKER LUMBER	5.49	399024	581.75*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	54.55	398854	
RITTER @ HOME	88.75	398916	
ACE IMAGEWEAR	55.34	398922	
CENTERPOINT ENERGY RESOURCES CORP	25.81	398991	224.45*
SERVICE CENTER			
CLASSIC TINT	30.00	398839	
CARQUEST AUTO PARTS # 96	412.36	398849	
GULF COAST SCREW & SUPPLY	779.67	398872	
HERNANDEZ OFFICE SUPPLY, INC.	15.73	398877	
KINSEL FORD, INC.	174.86	398888	
PHILPOTT MOTORS, INC.	223.50	398911	
PETROLEUM TRADERS CORPORATION	23,878.28	398961	
BUMPER TO BUMPER	216.34	398987	
AMERICAN TIRE DISTRIBUTORS	2,813.34	399014	
UNIFIRST HOLDINGS INC	44.46	399019	
SPANKY'S WRECKER SERVICE INC	175.00	399037	
SILSBEE FORD INC	10,409.03	399061	39,172.57*
VETERANS SERVICE			
OFFICE DEPOT	113.41	398906	
UNITED STATES POSTAL SERVICE	6.65	398965	
HILARY GUEST	121.20	398976	241.26*
			563,976.98**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	25.64	398836	
RITTER @ HOME	84.99	398916	110.63**
LATERAL ROADS -PRECINCT 1			
VULCAN MATERIALS CO.	4,200.10	398939	4,200.10**
J.C. FAMILY TREATMENT CT.			

NAME	AMOUNT	CHECK NO.	TOTAL
JUDY PAASCH	295.00	398988	
JUDY PAASCH	50.00	398989	
			345.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	1,643.00	399051	
JUVENILE PROB & DET. FUND			1,643.00**
GULF COAST TRADES CENTER	3,193.93	398873	
CORNELL CORRECTIONS OF TEXAS	4,887.63	399064	
			8,081.56**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIER'S OFFICE	75.00	398846	
M&D SUPPLY	98.17	398891	
OFFICE DEPOT	1,342.82	398906	
SAM HOUSTON STATE UNIVERSITY	350.00	398920	
PAMELA G. STEWART	110.91	398926	
DEPARTMENT OF INFORMATION RESOURCES	2.27	398953	
UNITED STATES POSTAL SERVICE	220.27	398965	
			2,199.44**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	1,112.51	398843	
CURTIS 1000, INC.	643.33	398859	
ENTERGY	1,851.08	398874	
OFFICE DEPOT	2,508.61	398906	
AT&T	127.74	398925	
SYSCO FOOD SERVICES, INC.	1,966.55	398927	
PETTY CASH - RESTITUTION I	32.44	398948	
DEPARTMENT OF INFORMATION RESOURCES	.40	398953	
TEXAS FIRE & COMMUNICATIONS	85.00	398957	
BEN E KEITH FOODS	1,246.89	398984	
ATTABOY TERMITE & PEST CONTROL	50.00	399018	
SAM'S CLUB DIRECT	254.24	399040	
WASTEWATER TRANSPORT SERVICES LLC	195.00	399065	
			10,073.79**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	168.39	398883	
			168.39**
COUNTY CLERK - RECORD MGT			
MANATRON	7,087.97	399009	
			7,087.97**
DRUG INTERVENTION COURT			
SHI GOVERNMENT SOLUTIONS, INC.	329.20	398970	
			329.20**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	398953	
			533.28**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	8.10	398965	
			8.10**
CHEEK H2O & SEWER PHASE 3			
T. JOHNSON INDUSTRIES, INC.	22,824.03	398885	
			22,824.03**
UNCLAIMED FUNDS MGMT FUND			
BRENT J THRASHER	64.00	399070	
			64.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	556.75	398834	
BEAUMONT TROPHIES	638.00	398842	
CASH ADVANCE ACCOUNT	118.00	398883	
MUNRO'S	79.00	398897	
OFFICE DEPOT	390.91	398906	

NAME	AMOUNT	CHECK NO.	TOTAL
SANITARY SUPPLY, INC.	308.85	398921	
TIME WARNER COMMUNICATIONS	110.72	398928	
WHOLESALE ELECTRIC SUPPLY CO.	178.20	398946	
CDW COMPUTER CENTERS, INC.	81.82	398951	
DEPARTMENT OF INFORMATION RESOURCES	5.87	398953	
KATHI HUGHES	71.04	398998	
LA RUE ROUGEAU	23.00	399005	
JOSEPH SEMIEN	15.12	399006	
JESSIE DAVIS	76.16	399013	
SAM'S CLUB DIRECT	131.42	399040	
MATERA PAPER COMPANY INC	1,578.11	399050	
CAPITAL PROJECTS FUND			4,362.97**
ALL STAR PLUMBING	10,950.00	398837	
HERNANDEZ OFFICE SUPPLY, INC.	167.00	398877	
MAVERICK COMMUNICATIONS, INC.	1,091.60	398893	
TEXAS DEPT OF TRANSPORTATION	7,000.00	398932	
ALLIANCE MECHANICAL SERVICES	5,600.00	398986	
THE HEARTFIELD LAW FIRM	2,164.84	399025	
2013 REFUNDING BONDS			26,639.44**
THE BANK OF NEW YORK MELLON	500.00	399052	
AIRPORT FUND			500.00**
HILO / O'REILLY AUTO PARTS	30.82	398826	
CITY OF NEDERLAND	589.56	398854	
SIMCO ENTERPRISES, LTD	151,724.00	398865	
J.K. CHEVROLET CO.	260.17	398880	
OLMSTED-KIRK PAPER	23.61	398908	
SABINE NECHES CHIEFS ASSOCIATION	250.00	398919	
TRI-CON, INC.	1,235.72	398934	
TRI-CITY COFFEE SERVICE	456.10	398935	
WHITE TUCKER COMPANY INC	177.76	398945	
DEPARTMENT OF INFORMATION RESOURCES	.34	398953	
CUMULUS BROADCASTING, INC.	2,975.00	398955	
AVIATION LABORATORIES	2,040.00	398956	
UNIFIRST HOLDINGS INC	97.70	399019	
FAA	42,686.13	399041	
CRAWFORD ELECTRIC SUPPLY COMPANY	2,733.65	399044	
ADVANCE AUTO PARTS	41.99	399046	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	399059	
ENTERPRISE RENT A CAR COMPANY	1,282.00	399066	
EASTERN AVIATION FUELS INC	57,176.83	399068	
LIABILITY CLAIMS ACCOUNT			268,121.60**
DUNHAM HALLMARK PLLC	60,462.79	399029	
WORKER'S COMPENSATION FD			60,462.79**
TRISTAR RISK MANAGEMENT	22,230.88	398992	
BAIL BONDING FUND			22,230.88**
KEITH DAY	30,000.00	398967	
SHERIFF'S FORFEITURE FUND			30,000.00**
CLASSIC TINT	1,550.00	398839	
BEAUMONT TROPHIES	125.90	398842	
DELL MARKETING L.P.	1,120.93	398860	
HERTZ CORPORATION	90.19	398878	
SHI GOVERNMENT SOLUTIONS, INC.	329.00	398970	
PAYROLL FUND			3,216.02**
JEFFERSON CTY. - FLEXIBLE SPENDING	10,584.00	398796	
CLEAT	324.00	398797	
JEFFERSON CTY. TREASURER	19,178.94	398798	
RON STADTMUELLER - CHAPTER 13	1,717.50	398799	

NAME	AMOUNT	CHECK NO.	TOTAL
INTERNAL REVENUE SERVICE	664.95	398800	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,180.00	398801	
JEFFERSON CTY. COMMUNITY SUP.	10,502.90	398802	
JEFFERSON CTY. TREASURER - HEALTH	411,336.39	398803	
JEFFERSON CTY. TREASURER - PAYROLL	1,594,684.84	398804	
JEFFERSON CTY. TREASURER - PAYROLL	640,992.81	398805	
MONY/MLOA	261.42	398806	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,226.86	398807	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	398808	
JEFFERSON CTY. TREASURER - TCDRS	601,313.05	398809	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,861.65	398810	
JEFFERSON COUNTY TREASURER	2,413.05	398811	
JEFFERSON COUNTY - TREASURER -	5,098.18	398812	
NECHES FEDERAL CREDIT UNION	62,711.91	398813	
JEFFERSON COUNTY - NATIONWIDE	52,738.23	398814	
TENNESSEE CHILD SUPPORT	115.38	398815	
NCO FINANCIAL SYSTEMS INC	193.23	398816	
SBA - U S DEPARTMENT OF TREASURY	168.49	398817	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	398818	
WILLIAM E HEITKAMP	689.00	398819	
JOHN TALTON	567.69	398820	
IL DEPT OF HEALTCARD AND FAMILY SER	188.31	398821	
			3,426,868.93**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,350.00	399010	2,350.00**
ORCA - IKE			
MK CONSTRUCTORS	296,166.30	399038	296,166.30**
MARINE DIVISION			
RITTER @ HOME	23.48	398916	
DEPARTMENT OF INFORMATION RESOURCES	136.32	398953	
VERIZON WIRELESS	341.91	398959	
SIERRA SPRING WATER CO. - BT	47.06	398968	
WATSON PROPELLER	280.00	399016	
PALMER POWER	2,577.32	399053	
			3,406.09**
			4,792,013.90***

ARTICLES OF AGREEMENT

Between

Jefferson County, Texas

and

The Jefferson County Deputy Constables  
Association

October 1, 2014 – September 30, 2017

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## **ARTICLE 1**

### **Preamble**

#### **SECTION I**

This Agreement is made and entered into by and between the County of Jefferson and the Precincts 1, 2, 4, 6, 7, and 8 Constables of said County, in the State of Texas, and the Jefferson County Deputy Constables Association, hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

#### **SECTION II**

The general purpose of this Agreement is to promote the mutual interests of the County and the deputy constables; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act of Texas, with the objective of providing a sound basis for the efficient and effective delivery of services to the public. The parties to this Agreement will cooperate fully to advance and achieve these purposes.

#### **SECTION III**

The County and the Constable, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Fire and Police Employee Relations Act of Texas and all other applicable statutes.

## **ARTICLE 2**

### **Definitions**

A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Constable, and the Jefferson County Deputy Constables Association.

B. "Association" means the Jefferson County Deputy Constables Association.

C. "Bargaining Unit" means all full time, paid sworn and certified deputy constables appointed by the Constable.

D. "Base Pay" means the salary or wages paid to the deputy, exclusive of any longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.

E. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.

F. "Constable" means the duly elected or appointed Constable.

G. "County" means the governmental body of Jefferson County, Texas; and/or Commissioner's Court.

H. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County.

I. "County Judge" means the duly elected or appointed county judge who is charged primarily with the administration of Jefferson County.

J. "Office" means the Precinct 1,2,4,6,7, and 8 Constable's Office of Jefferson County, Texas.

K. "Deputy" means any sworn, full time, paid employee of the Precinct 1,2,4,6,7, and 8 Constable's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Constable.

L. "Discipline" means a suspension without pay or termination.

M. "Dispute" means any and all disputes arising under the Contract Dispute Resolution Procedure in Article 15.

N. "Emergency" means an unexpected happening or event, or an unforeseen situation or crises that calls for immediate action.

P. "Promotion" means advancement from a lower rank to a higher rank within the Constable's Office.

Q. "Regular Pay" means the total salary or wages paid to a deputy, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to a deputy on a recurring basis.

R. "Standby" means that an off-duty deputy has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the deputy's freedom to use his/her time off as desired. It does not include any requirement to wear a pager or other such device and does not include any rule or regulation requiring response to a pager; unless that rule or regulation requires response to pages so frequently or readiness conditions so restrictive that the deputy is not free to use the off-duty time effectively for his/her own benefit.

S. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

T. "Suspension" means when a deputy is temporarily relieved from duty by the Constable pursuant to Article 25. A deputy who is suspended remains an employee of the Constable's Office, but may not perform an official act unless so directed by the Constable. The Constable may suspend a deputy with or without pay.

U. "Termination" means when a deputy is permanently relieved from duty by the Constable pursuant to Article 25; and shall include an action by the Constable to not re-deputize any deputy at the beginning of a new term of office.

V. "Uniform" means any clothing which is required by the County or the Constable to have identifying paraphernalia attached to it.

### **ARTICLE 3**

#### **Duration**

#### **SECTION I**

This Agreement shall be effective as of the 1st day of October, 2014, and shall remain in full force and effect until the 30th day of September, 2017 unless the parties mutually agree on an extension to some other date after September 30, 2017. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Fire and Police Employee Relations Act of Texas prior to September 30, 2017 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2019.

#### **SECTION II**

In the event that a Constable other than the signatory to this Agreement takes office any time during the term of this Agreement, said new Constable may, no later than thirty (30) calendar days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Constable to give written notice within thirty (30) calendar days of taking office shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Constable and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in the Fire and Police Employee Relations Act of Texas, then all parts of this contract applicable to the Constable's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2019.

#### **SECTION III**

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

**ARTICLE 4**  
**Recognition**

**SECTION I**

The County and the Constable hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all deputies as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

**SECTION II**

The County, the Constable and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Constable's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

**ARTICLE 5**  
**Payroll Deductions**

**SECTION I**

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

**SECTION II**

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues shall be paid to the legally designated representative of the Association.

**SECTION III**

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) calendar days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve (12) month period.

**SECTION IV**

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those

members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

#### **SECTION V**

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that no more than one special assessment shall be deducted by the County per Fiscal Year.

#### **SECTION VI**

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

### **ARTICLE 6**

#### **Conduct of Association Business**

#### **SECTION I**

The Association shall have the sole and exclusive right to all time off rights set forth in this Article.

#### **SECTION II**

Any member of the Board of Directors shall have the right to visit the premises of a Constable's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of a Constable's Office. A member of the Board of Directors shall provide a written request to the Constable about any visitation of the premises. The Constable shall not unreasonably deny any request to visit the premises.

#### **SECTION III**

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team, not to exceed four (4) members, shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted.

#### **SECTION IV**

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any member of the Board of Directors shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Constable shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each deputy in the Bargaining Unit shall donate two (2) hours per year at the beginning of each new Calendar Year from vacation to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried forward into the next year until March 15. Any time that is carried forward that is not used by March 15 shall expire on that date.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the deputy's name; (2) the deputy's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be maintained by the County Auditor.

D. Association business leave may be suspended by the Constable in times of emergency, for lack of manpower, or for an operational contingency.

#### **ARTICLE 7** **Bulletin Boards**

The Association shall have the sole and exclusive right to maintain a bulletin board at a Constable's Office in an area not exposed to public view. The board may be used for posting notices of (1) recreational and social events, (2) Association elections, (3) Association meetings, (4) reports of Association committees, (5) rulings or policies of the State or National Association, (6) legislative enactments and judicial decisions affecting public employee labor relations, and (7) notices or announcements pertaining to the political activities of the Association, except that specific endorsement letters for any political candidate shall not be posted. All postings shall be in compliance with the Texas Election Code and other applicable laws.

**ARTICLE 8**  
**MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein, the direction of the work force and the management of a Constable's Office, including, but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the methods, processes and manner of performing work to deputies, the determination of policy affecting the selection of new deputies, the right to establish work performance measurements and standards and to implement programs to increase the cost effectiveness of departmental operations if research dictates the need for such programs, are vested exclusively in the Constable and/or County as applicable.

**ARTICLE 9**  
**Disallowed Practices**

**SECTION I**

The County, Constable or the Association, as applicable, shall not engage in the following practices:

- A. Interfere with, restrain, or coerce deputies in the exercise of rights granted in this Agreement.
- B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act of Texas as an exclusive bargaining representative.
- C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
- D. Discharge or discriminate against any deputy because he/she has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association.
- E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.
- F. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act of Texas.

G. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any deputies in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act of Texas or under this Agreement.

**ARTICLE 10**  
**No Strike Clause**

**SECTION I**

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or interference with business of the County or Constable's Office, and will cooperate with the County and Constable in preventing and/or halting any such actions.

**SECTION II**

Subject to Article 25, "Disciplinary Actions," the Constable may discipline and/or discharge any deputy who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Constable may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

**ARTICLE 11**  
**Maintenance of Standards**

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement.

**ARTICLE 12**  
**Uniforms and Equipment**

**SECTION I**

**Uniforms.**

The County shall issue to each deputy, who is required by the Constable to wear a uniform, five shirts and three pairs of pants. Uniforms will be replaced by the County on an as needed basis as determined by the Constable subject to budget appropriations sufficient for replacement. Uniforms that have been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

The County shall issue to each deputy one windbreaker and one set of rain gear.

**SECTION II**  
**Uniform Equipment.**

The County shall issue to each deputy who is required to wear a uniform the following equipment:

- a. one full Sam Browne including keepers, holster, clip holders, bullet holders, flashlight holder, stick holder, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.
- c. current penal code and traffic code.

The County shall issue to each deputy who is not required to wear a uniform the following equipment:

- a. holster, clip holders, bullet holders, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.

All equipment will be replaced on an as needed basis. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

**SECTION III**  
**Radios.**

The County shall provide each deputy with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition and shall be replaced or repaired if not in working condition.

**SECTION IV**  
**Bullet-Proof Vests.**

When required to be provided by this agreement, bullet-proof vests shall be replaced when:

- a. The vest has sustained job related damage that renders the vest unsafe for continued use.
- b. The age of the vest exceeds the time for use recommended by the manufacturer one.

**SECTION V**  
**Vehicle Maintenance and Replacement.**

Vehicles shall be maintained by the County and kept in good and safe operating condition. Deputies shall be responsible to deliver the vehicles to an appropriate County service center for regular maintenance when required. Vehicles will be replaced when necessary as determined by this article.

The County shall furnish every Constable Office vehicle with the following equipment: two-way radio; cage; pump shotgun; flashlight/charger; first aid kit; jumper cables; fire extinguisher; and one case (24) of flares. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the Deputy causing the damage.

A Vehicle Assessment Committee consisting of a Constable or his/her designee, the President of the Association or his/her designee, and the County Service Center Supervisor, shall be created for the purpose of assessing the condition of each vehicle in use and determining whether or not each vehicle is safe for continued use. These determinations shall be made prior to the time that each Constable submits his office budget each year. In arriving at a decision, the Committee shall take into account the type of service to which the vehicle is suited or used, the anticipated mileage which the vehicle will have attained during the next budget year, the type of maintenance to be administered to the vehicle, and the overall condition of the vehicle, including age, mileage and type of prior usage.

If two (2) out of three (3) members of the Committee determine that a vehicle should be replaced, the Committee shall prepare a written report detailing the condition of the vehicle to the appropriate Constable and County Auditor. The report will be a component of a request for allocation of funds in the forthcoming budget for replacement of the vehicle.

At the request of any one (1) of the three (3) Committee members at any time during the year, the Committee shall evaluate the condition of a particular vehicle to determine whether or not the vehicle is safe for continued use. If two (2) out of three (3) members agree that the vehicle is unsafe, the vehicle shall immediately be taken out of service, and; (1) the vehicle shall either be restored to safe condition, or, (2) the County's procedure for acquisition of a replacement vehicle shall immediately be initiated by the Constable if funds for that purpose are available at that time, or, (3) the Committee shall prepare a condition report and a request for a replacement in the next budget.

This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

**SECTION VI**  
**Reference Materials.**

The County shall provide each Constable's office with a current Family Code, Rules of Civil Procedure, Civil Practice and Remedies Code and Property Code. The County shall provide each deputy with a current Penal Code and Traffic Code.

**ARTICLE 13**  
**Seniority**

**SECTION I**

**Definition.**

Seniority shall be defined as the length of service by a deputy ~~an officer with~~ in his/her the Constable's Office ~~Department~~.

**SECTION II**

**Applicability.**

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, and layoff/recall for a deputy in his/her Constable's Office.

**SECTION III**

**Days Off/Vacations.**

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment as a deputy in his/her Constable's Office. Seniority shall be the sole factor in the selection of days off, and shall be based upon time of employment as a deputy constable in his/her Constable's Office.

**SECTION IV**

**Lay-off/recall.**

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior deputy in the affected Constable's Office; and recall beginning with the most senior deputy in the highest job classification in the affected Constable's Office. It is the responsibility of the County to notify a deputy in writing if he/ she is being laid off due to the elimination of the position in the budget. It is the responsibility of the affected Constable to notify in writing a laid off deputy of a recall to fill a vacancy in that Constable's Office within thirty (30) calendar days of the vacancy. If the laid off deputy does not accept the recall job offer by the Constable within fifteen (15) calendar days, the position may be filled by the Constable with any other eligible candidate.

**ARTICLE 14**  
**Retirement**

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended, in the same manner as other County employees not subject to a collective bargaining agreement.

**ARTICLE 15**  
**Contract Dispute Resolution**

**SECTION I**

**Scope.**

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline which are subject to the procedure as set forth in Article 25, and except matters covered in Article 16, shall be resolved by the provisions in this article.

**SECTION II**

**Time Limits.**

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step One (1) or Step Two (2) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by a deputy, the Association, the Constable or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

**SECTION III**

**Process.**

A dispute as defined in Section 1 above shall be handled as follows:

**Step 1.** Each deputy who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the deputy knew or should have known of the existence of the alleged dispute, along with the Association President or his/her designee, first discuss the dispute with an immediate or intermediate supervisor, or the Constable, as applicable. The Deputy Officer and the Association President or his/her designee is encouraged to attempt an informal solution to impending disputes by verbally advising the supervisor or Constable of such dispute as soon as possible.

**Step 2.** If the dispute is not resolved at Step One (1), then the grievant shall submit the issue in writing to the Constable within thirty (30) calendar days of the Deputy's actual or constructive knowledge of the occurrence causing the problem. The Constable shall determine whether the complaint should be answered by the Constable, the County Judge, or both. The Constable or his designee, and/or the County Judge, as applicable, shall provide a written response within twenty (20) calendar days after receipt of the complaint. Only grievances involving economic issues shall be filed with the County Judge.

The President of the Association, or his/her designee, may file a class action complaint with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the problem.

The complaint by an individual deputy or by the President of the Association shall include: (1) a statement of the complaint and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the deputy or Association President, as applicable.

**Step 3.** If the dispute is not resolved at Step 2, the grievant shall submit a copy of the written grievance filed at Step 2, and a copy of the response received, to the Association within ten (10) calendar days of the grievant's receipt of the Step 2 response.

A determination as to the validity of the complaint shall be made by an Association Grievance Committee created for that purpose. The Association Grievance Committee shall meet and render its decision within twenty (20) calendar days after receipt of the complaint.

In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and Deputy, if applicable) shall proceed to Step 4. In the event the Association Grievance Committee decides that no dispute exists, there shall be no further action under this procedure.

**Step 4.** If the complaint has not been settled at Step 3, the Association President, the Constable or the County Judge may request within thirty (30) calendar days after receipt of the Association's decision, that the matter be submitted to negotiation.

If a request for negotiation is made, the parties shall meet and confer concerning the complaint for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the matter.

If the parties cannot resolve the dispute within thirty (30) calendar days, they shall certify in writing that no resolution has been made.

**Step 5.** If the complaint has not been settled at Step 3, or no request is made by any party pursuant to Step 4 to submit the dispute for negotiation, then the Association shall have thirty (30) calendar days from the date that the grievant submitted the grievance at Step 3 to the Association, to give notice of its intention to submit the dispute to final, binding arbitration as

hereinafter provided. If the complaint is submitted for resolution at Step 4, the Association shall have twenty (20) calendar days from the date the parties certify that they cannot resolve the matter to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided.

The parties shall arbitrate consistent with the provisions set forth in Attachment 3, which is incorporated by reference into this Article.

Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

## **ARTICLE 16**

### **Wages**

#### **SECTION I\***

**Wage Rates.** Deputies shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

#### **MONTHLY RATES/EFFECTIVE DATES**

<b><u>Monthly Ranges</u></b>	<b><u>October 1, 2014</u></b>
Deputy Constable – 1 (0 – 12)	\$4,105.46
Deputy Constable – 2 (12-24)	\$4,339.88
Deputy Constable – 3 (24-48)	\$4,526.17
Deputy Constable – 4 (48-72)	\$4,712.43
Deputy Constable - 5 (72-96)	\$4,879.18
Deputy Constable – 6 (96-120)	\$5,047.41
Deputy Constable – 7 (120 – 180)	\$5,197.59
Deputy Constable – 8 (180+)	\$5,350.87
Chief Deputy Constable	\$6,328.80

<b><u>Monthly Ranges</u></b>	<b><u>October 1, 2015</u></b>
Deputy Constable – 1 (0 – 12)	\$4,187.57
Deputy Constable – 2 (12-24)	\$4,426.68
Deputy Constable – 3 (24-48)	\$4,616.69
Deputy Constable – 4 (48-72)	\$4,806.68
Deputy Constable - 5 (72-96)	\$4,976.76
Deputy Constable – 6 (96-120)	\$5,148.36
Deputy Constable – 7 (120 – 180)	\$5,301.54
Deputy Constable – 8 (180+)	\$5,457.89
Chief Deputy Constable	\$6,455.38

<b>Monthly Ranges</b>	<b>October 1, 2016</b>
Deputy Constable – 1 (0 – 12)	\$4,271.32
Deputy Constable – 2 (12-24)	\$4,515.21
Deputy Constable – 3 (24-48)	\$4,709.02
Deputy Constable – 4 (48-72)	\$4,902.81
Deputy Constable - 5 (72-96)	\$5,076.30
Deputy Constable – 6 (96-120)	\$5,251.33
Deputy Constable – 7 (120 – 180)	\$5,407.57
Deputy Constable – 8 (180+)	\$5,567.05
Chief Deputy Constable	\$6,584.49

Effective October 1, 2014, all members of the bargaining unit shall receive a two percent (2%) across-the-board wage increase.

Effective October 1, 2015, all members of the bargaining unit shall receive a two percent (2%) across-the-board wage increase.

Effective October 1, 2016, all members of the bargaining unit shall receive a two percent (2%) across-the-board wage increase.

In the event that non-bargaining unit County employees receive a wage increase of more than two percent (2%) in Fiscal Years 2014 to 2016, then all members of the bargaining unit shall receive the same increase.

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.

## SECTION II

### **Certification Pay.**

A. A deputy will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains an Intermediate Certification through TCLEOSE.

A deputy, who attains an Advanced Certification through TCLEOSE, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

A deputy who attains a Masters Certification through TCLEOSE shall be provided \$125.00 per month in addition to the base rate, and in addition to the \$100.00 that is being provided for the Advanced Certification and the \$75.00 that is being provided for the Intermediate Certification.

A deputy will be provided \$100.00 monthly, in addition to the base rate and Certification Pay, whenever the officer attains a Civil Process Proficiency Certification through TCLEOSE.

B. No deputy in a Constable's Office compensated pursuant to Section A of this Article shall receive more than a total of \$400.00 monthly for the Certification pay.

### **SECTION III**

#### **Longevity Pay.**

In addition to the base wage rates, deputies shall be compensated longevity pay at the rate of \$6.26 per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 monthly maximum) by the County.

### **SECTION IV**

#### **Miscellaneous Pay Issues.**

All Deputy Constable's hired after June 16, 1997 will be credited for any verifiable Texas State Law Enforcement experience for purposes of determining at which Deputy Constable rate they will be paid. However, no new hire can enter employment at a rate greater than that specified as the Deputy Constable-5 step.

Deputy Constables may transfer within the same rank to other Constable precincts without a loss in pay.

## **ARTICLE 17**

### **Hours of Work, Overtime, and Staffing**

#### **SECTION I**

#### **Work Day/Work Week.**

Deputies shall ordinarily work eight (8) hours or ten (10) hours per shift, as applicable; and forty (40) hours per week. The work day for all deputies shall include any shift briefings and training required by the Constable's Office.

## SECTION II

### **Overtime.**

All work performed by a deputy in excess of his/her regularly scheduled forty (40) hour work week shall be deemed overtime and shall be compensated on the basis of time-and-one-half the deputy's regular rate of pay. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed time worked for the purpose of computing hours worked.

## SECTION III

### **Court time.**

Deputies attending court during off-duty time shall be paid at the rate of time and one-half, with a two (2) hour minimum. On duty time spent in court will be paid at straight time. This provision applies to any hearing a deputy is required to attend as a result of his employment.

## SECTION IV

### **Call Back.**

Any deputy called back to duty from off-duty or on a regularly-scheduled day off shall be compensated at a minimum of two (2) hours pay.

## SECTION V

### **Standby.**

In the event that a deputy is ordered to standby prior to or after completion of a regular shift, the deputy shall receive one (1) hours pay for each four hours of standby. Except in the event of an emergency declared by the County Judge, no deputy will be required to Standby for more than eight hours in any 24 hour period.

## SECTION VI

### **Election.**

A deputy may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time provided, however, that overtime will be paid only as compensatory time unless sufficient budgeted funds remain for any cash payment.

## SECTION VII

### **Training time.**

Any training time required by a Constable's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article.

## ARTICLE 18

### Vacations

## SECTION I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, a Deputy shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT	HOURS OF VACATION
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20
November	16
December	8

## SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the deputy was first employed. Vacation hours are credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE	HOURS OF VACATION
1 through 4	80
5 through 9	120
10 through 14	160
15 and over	200

### **SECTION III**

Members of the bargaining unit who separate from service with the County after having completed twelve consecutive months of service shall be paid upon separation for any accrued, unused vacation to which they are entitled.

### **SECTION IV**

Members of the bargaining unit who have at least twenty (20) years of continuous service may receive pay-in-lieu of no more than eighty (80) hours vacation annually. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all deputies making the request for the benefit. Provided, however, that to receive such pay, the request therefore must be made in writing to the Constable on or before May 31st of the calendar year prior to the year the benefit is to be paid and included in the budgetary request to the Commissioners' Court and approved and budgeted.

### **SECTION V**

In compliance with the Family Medical Leave Act of 1993, in documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Constable for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

### **SECTION VI**

The Constable shall be responsible for scheduling vacations.

### **SECTION VII**

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to Deputies so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination.

## **ARTICLE 19**

### **Holidays**

#### **SECTION I**

For purposes of this article one holiday is equal to eight (8) hours. Deputies shall receive the same holidays that all other County employees are provided by the County.

Based on the current holiday schedule provided the County and depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

## **SECTION II**

If a holiday falls on a Deputy's regular day off, the County shall pay the Deputy eight (8) hours at straight time, in addition to the Deputy's regular pay. If a Deputy works a holiday, the Deputy shall be paid for eight (8) hours at time and one-half, in addition to the Deputy's regular pay.

## **SECTION III**

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

## **ARTICLE 20** **Sick Leave**

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

### **SECTION I**

Four (4) hours of sick leave shall be accumulated per pay period. Maximum hours that may be accumulated is fourteen-hundred forty (1440). Sick leave pay shall be at the regular rate of pay.

### **SECTION II**

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes ninety (90) calendar days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

### **SECTION III**

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine or illness in the immediate family or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

## SECTION IV

The Constable may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leave shall be provided to the Auditor's office by the Constable. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, a deputy must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

## SECTION V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

## SECTION VI

Members of the bargaining unit hired prior to October 1, 2002, with at least eight (8) years of continuous service who terminates employment may receive payment for one-half of their unused, accrued sick leave up to a maximum of seven-hundred twenty (720) hours. Members of the bargaining unit hired after October 1, 2002, may receive payment for 10% of their unused sick leave hours. However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

## SECTION VII

### **Funeral Leave.**

In the event that a Deputy suffers a death in the family, the Deputy may take up to three (3) work days off with pay. The word "family" shall include spouse, child, parent, guardian, brother, sister, grandfather, grandmother or grandchild of the deputy, or of the deputy's spouse.

## SECTION VIII

Deputies who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Deputy is entitled to under ARTICLE 18 of this Agreement.

## SECTION IX

### **Personal Leave.**

Subject to the approval of the Supervisor, deputies may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These sixteen (16) hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that deputies are unable to conduct during normal working hours because of work schedules or events such as school plays, etc., and time off to vote. Deputies must schedule personal time off at least

twenty-four (24) hours in advance. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes ninety (90) calendar days of employment.

A. Upon effective date of this agreement or upon employment, each officer will be credited with sixteen (16) hours of Personal Leave.

B. Thereafter, each officer shall be credited with sixteen (16) hours of Personal Leave each January 1 or upon employment.

**ARTICLE 21**  
**Injury Leave**

**SECTION I**

A Deputy who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act and the Texas Constitution Article 3, Section 52e.

**SECTION II**

Injury leave may be charged to FMLA leave if applicable. Deputies off on injury leave will not receive holiday pay.

**SECTION III**

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

**ARTICLE 22**  
**Leave of Absence**

**SECTION I**

After a deputy's sick leave and all other available accrued leave have been exhausted and the deputy has been absent for eighty (80) hours without pay, the Constable shall recommend to the Commissioner's Court for approval to:

A. Dismiss the deputy; or

B. Place the deputy upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

**SECTION II**

A leave of absence without pay may be granted at the discretion of the Constable, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

### SECTION III

No vacation, sick leave or credit for retirement service shall accrue while a deputy is on leave of absence without pay, for any reason.

### SECTION IV

A deputy shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

### **ARTICLE 23** **Military Leave**

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred and twenty (120) hours per year. The deputy should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, a deputy must provide at least thirty (30) calendar days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected deputy's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Deputies having a minimum of one (1) year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

#### A. Compensation

If the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County.

To receive supplemental pay from the County, the deputy must furnish a certified statement of the military pay and allowances for the time off. The deputy must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the deputy fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

## B. Benefits

During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for deputies on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement.

Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments.

During the period of military leave, deputies shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the deputy. The County Health and Life Insurance Programs contain exclusions for acts of war. Deputies who are called to: 1) active military duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the deputy-discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document.

The deputy must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

4. Upon their return, such deputy will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

## **ARTICLE 24** **Jury Duty**

Deputies may be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Deputies shall return to work during the time not retained by the court.

**ARTICLE 25**  
**Disciplinary Actions**

**SECTION I**

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Constable.

**SECTION II**

Upon notification of a complaint filed by any person, or initiated by the Constable due to job performance, the Constable shall thoroughly investigate within a reasonable period of time consistent with the nature of the complaint being investigated.

**SECTION III**

Upon completion of any investigation, the Constable shall determine the disciplinary action to be taken against the affected deputy. The decision of the Constable shall be based upon whether or not just cause exists for the discipline. For the purposes of this Section, the term "just cause" means that the disciplinary action of the Constable's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

**SECTION IV**

Within two (2) weeks of the Constable's decision to discipline a Deputy, the Deputy may invoke his right to binding arbitration pursuant to the rules of the American Arbitration Association.

**ARTICLE 26**  
**Insurance**

**SECTION I**

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

**SECTION II**

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premium for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half-match the dependent matching ratio for bargaining unit employees shall automatically be set at

the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

**ARTICLE 27**  
**Miscellaneous Provisions**

**SECTION I**

The County shall reimburse any deputy for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$500.00 per occurrence; provided that the Constable has approved the personal item as necessary and work related; provided the deputy files a written report of the incident within twenty-four (24) hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the deputy's work; provided that the loss or damage was not due to the negligence of the deputy; and provided further that the deputy provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within thirty (30) calendar days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality.

Excluded from this provision are any items that are prohibited by the Constable for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Deputy that does not aid in the furtherance of the job duties.

**SECTION II**

Deputies may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

**SECTION III**

Deputies shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any deputy to perform non-bargaining unit work.

**SECTION IV**

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making

a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

#### **SECTION V**

The Constable and/or County shall provide the following materials to every deputy:

- A. A copy of all county personnel policies, Constable's Office operations manual and rules and regulations.
- B. A copy of this Agreement.

#### **SECTION VI**

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

### **ARTICLE 28** **RESERVE DEPUTY CONSTABLES**

This article is to explain the extent of the reserve constables program for the mutual understanding of the parties.

The parties desire to express in written terms the extent to which the reserve constable's program will not affect members of the bargaining unit of the Constable's office or their rights under the collective bargaining agreement.

- A. The Constable's Reserve Deputy Program is not designed to perform or replace the duties of a deputy constable. No reserve deputy constable will ever replace a deputy constable.
- B. The Precincts Reserve Deputy Constables will be used only in emergency situations.
- C. The Constable will hold no more than two (2) Reserve Deputy Constable positions (licenses).

D. The Reserve Deputies are required to keep up the continuing education credits to maintain their licenses under TCLEOSE rules and under the Rules and Regulations of the Constable's office. All future reserve deputy constables will have to abide by the same rules and regulations.

**ARTICLE 29**  
**Closing Statements**

**SECTION I**

**Savings Clause.**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**SECTION II**

**Full and Final Scope of the Agreement.**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

**SECTION III**

**Approval.**

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2014 and has been approved by the Constable by his signature being affixed hereto, and has been ratified by the Jefferson County Deputy Constable's Association on the 8TH day of AUGUST, 2014.



FOR THE COMMISSIONER'S COURT:

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

FOR THE CONSTABLE:

\_\_\_\_\_  
Coley Saleme, Constable Pct. 1

\_\_\_\_\_  
Christopher Bates, Constable Pct. 2

\_\_\_\_\_  
James Trahan, Constable Pct. 4

\_\_\_\_\_  
Dana A. Baker Sr., Constable Pct. 6

\_\_\_\_\_  
Jeffrey Greenway, Constable Pct. 7

\_\_\_\_\_  
Eddie Collins, Constable Pct. 8

FOR THE ASSOCIATION:

\_\_\_\_\_  
Karl Holmes, President

**ATTACHMENT 1**  
**Arbitration**

A. If a grievance is submitted to final, binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Constable and the Association.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator.

E. Notwithstanding any other provision in this agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy constable positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy constable positions.

**ATTACHMENT 2**  
**Non- Binding Arbitration**

A. If a grievance is submitted to non-binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the Arbitrator shall be advisory only, however, the County and/or Constable, and the Association may voluntarily agree to accept the arbitrator's decision as a resolution to the grievance within thirty (30) calendar days of the party's receipt of the decision; and if the parties do agree to accept the decision, it is final and binding.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator if the parties agree to accept the award as the resolution of the grievance. In the event that any party to the grievance refuses to accept the award of the arbitrator, that party shall pay the entire fee and expenses of arbitrator.

STATE OF TEXAS

COUNTY OF JEFFERSON

LEASE AGREEMENT

On this date the Commissioners Court of the County of Jefferson, State of Texas (Lessee) and Herb and Sherry Schwarznau, (Landlords), entered into this lease agreement for use of a certain parcel of land owned by Landlords which is to be leased upon an annual basis to Lessee.

**Landlords:**

**Herb and Sherry Schwarznau**

**Landlord's Address:**

**3897 MLK Drive  
Port Arthur, TX 77640**

**Tenant:**

**Jefferson County, Texas**

**Tenant's Address:**

**1149 Pearl Street  
Beaumont, Texas 77701**

**Premises:**

Approximate square feet: 1.152 Acres

Street address/suite: 3897 MLK Drive

City, state, zip: Port Arthur, TX 77640

Property description: Existing parking lot and boat ramp

**Term (months):** 12 months with option to renew annually

**Commencement Date:** October 1, 2014

**Termination Date:** September 30, 2015

**Base Rent (monthly):** \$300 per year

**Permitted Use:**

As a parking area and boat ramp access for park patrons.

**Tenant's Rebuilding Obligations:** If the Premises are damaged by fire or other elements, Tenant will be only responsible for repairing the property subject to this lease.

#### **A. Definitions**

*A.1.* "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

*A.2.* "Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

*A.3.* "Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

*A.4.* "Lienholder" means the holder of a deed of trust covering the Premises.

*A.5.* "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

### **Clauses and Covenants**

#### **B. Tenant's Obligations**

##### *B1.* **Tenant agrees to -**

*B.1.a.* Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

*B.1.b.* Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

*B.1.c.* Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

*B.1.d.* Pay Three Hundred (\$300.00) Dollars annually, in advance, on the first day of each lease period, the Base Rent, to Landlord at Landlord's Address.

*B.1.e.* Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

*B.1.f.* Obtain and pay for all utility services used by Tenant and not provided by Landlord.

*B.1.g.* Pay Tenant's Pro Rata Share of any utility services provided by Landlord.

*B.1.h.* Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

*B.1.i.* Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

*B.1.j.* Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

*B.1.k.* Allow Landlord to file a financing statement perfecting the security interest created by this lease.

*B.1.l.* Vacate the Premises on the last day of the Term.

**B2. Tenant agrees not to -**

*B.2.a.* Use the Premises for any purpose other than the Permitted Use.

*B.2.b.* Create a nuisance.

*B.2.c.* Permit any waste.

*B.2.d.* Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

*B.2.e.* Change Landlord's lock system.

*B.2.f.* Alter the Premises without Landlord's written consent.

*B.2.g.* Allow a lien to be placed on the Premises.

*B.2.h.* Assign this lease or sublease any portion of the Premises without Landlord's written consent.

## **C. Landlord's Obligations**

**C.1. Landlord agrees to -**

*C.1.a.* Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

*C.1.b.* Obey all laws relating to Landlord's operation of the Premises.

*C.1.c.* Provide the Essential Services.

**C.2. Landlord agrees not to -**

*C.2.a.* Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

*C.2.b.* Unreasonably withhold consent to a proposed assignment or sublease.

**D. General Provisions**

**Landlord and Tenant agree to the following:**

*D.1. Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

*D.2. Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

*D.3. Insurance.* Tenant and Landlord are individually responsible for maintaining any respective insurance coverage they may desire to cover their individual property.

*D.4. Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY**

**NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

*D.5. Casualty/Total or Partial Destruction*

*D.5.a.* If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the parking lot and boat ramp.

*D.5.b.* If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

*D.5.c.* To the extent the Premises are unuseable after the casualty, the Rent will be adjusted as may be fair and reasonable.

*D.6. Condemnation/Substantial or Partial Taking*

*D.6.a.* If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

*D.6.b.* If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

*D.6.c.* Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

*D.7. Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

*D.8. Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

*D.9. Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

*D.10. Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

*D.11. Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help.

*D.12. Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

*D.13. Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

*D.14. Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

*D.15. Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

*D.16. Venue.* Exclusive venue is in Jefferson County, Texas.

*D.17. Entire Agreement.* This lease, embodies the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease.

*D.18. Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

*D.19. Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

*D.20. Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

*D.21. Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

*D.22. Subordination.* Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

*D.23. Extension Option.* Tenant has the option to extend the Lease on an annual basis.

Landlords:

*Herb Schwarznau*  
Herb Schwarznau

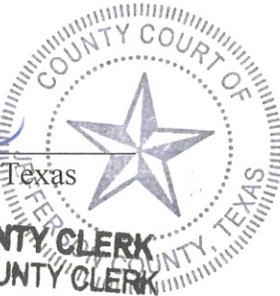
*Sherry Schwarznau*  
Sherry Schwarznau

Tenant:

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

Attest:

*Shelia Briggs*  
County Clerk, Jefferson County, Texas



**CAROLYN L. GUIDRY, COUNTY CLERK**  
**SHELIA BRIGGS, DEPUTY COUNTY CLERK**



STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**HOME- DELIVERED MEAL GRANT PROGRAM  
TEXAS DEPARTMENT OF AGRICULTURE (TDA)  
RESOLUTION AUTHORIZING COUNTY GRANT**

A RESOLUTION OF THE COUNTY OF JEFFERSON , TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO NUTRITION AND SERVICES FOR SENIORS, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/ OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATIONS'S ACCOUNTING SYSTEM OR FISCAL AGENT.

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 29<sup>th</sup> day of September 2014, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Resolution was adopted:

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program; and

**WHEREAS**, the Program rules require the County in which an Organization is providing home – delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

**BE IT RESOLVED BY THE COUNTY:**

**SECTION 1:** The County hereby certifies that it has made a grant to the Organization in the amount of \$60,000.00 to be used between the 1<sup>st</sup> of October, 2014 and the 30<sup>th</sup> of September, 2015.

**SECTION 2:** The County hereby certifies that the Organization provides home- delivered meals to homebound persons in the County who are elderly and/ or have a disability.

**SECTION 3:** The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 29<sup>th</sup> day of September, 2014.

SIGNED this 29<sup>th</sup> day of September 2014.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

\_\_\_\_\_  
**EDDIE ARNOLD**  
Commissioner Precinct No. 1

\_\_\_\_\_  
**MICHAEL S. SINEGAL**  
Commissioner Precinct No. 3

\_\_\_\_\_  
**BRENT A.WEAVER**  
Commissioner Precinct No. 2

\_\_\_\_\_  
**EVERETTE D. ALFRED**  
Commissioner Precinct No. 4

**2015 Jefferson County Resolution**  
**Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Jeff R. Branick  
County Judge

Attest:

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County Clerk

COUNTY OF JEFFERSON  
STATE OF TEXAS

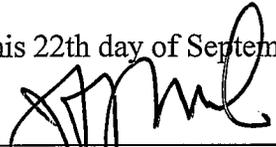
IN THE COMMISSIONERS COURT  
OF JEFFERSON COUNTY, TEXAS

ORDER

On this 22th day of September, 2014, came on to be considered, the setting of the tax rate of Jefferson County, and the Court further finding that at least four members of the Commissioners' Court are now present, as required by law.

It is ORDERED, upon motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, seconded by Michael Sinegal, Commissioner of Precinct No. 3 that the tax rate for 2014/2015 shall be:

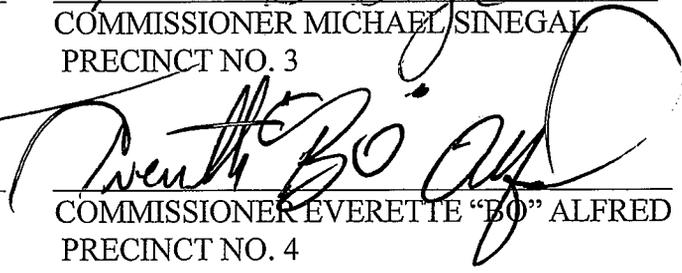
(1) the debt service tax rate is hereby set at \$.024634 per one hundred dollars valuation for the County's 2014-15 debt service requirements; (2) the maintenance and operations tax rate is hereby set at \$.340366 per one hundred dollars valuation; (3) to maintain the residence homestead exemptions of 20% or \$5,000 and \$40,000 for over 65. THIS RATE WILL RAISE LESS TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS'S TAX RATE. ORDERED and signed this 22th day of September, 2014.

  
\_\_\_\_\_  
JUDGE JEFF BRANICK  
COUNTY JUDGE

  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
PRECINCT NO. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL SINEGAL  
PRECINCT NO. 3

  
\_\_\_\_\_  
COMMISSIONER BRENT WEAVER  
PRECINCT NO. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE "BO" ALFRED  
PRECINCT NO. 4

# JEFFERSON COUNTY, TEXAS

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## ANNUAL BUDGET FISCAL YEAR 2014-2015

**JEFF BRANICK**  
COUNTY JUDGE

**EDDIE ARNOLD**  
COMMISSIONER, PCT. 1

**BRENT WEAVER**  
COMMISSIONER, PCT. 2

**MICHAEL "SHANE"  
SINEGAL**  
COMMISSIONER, PCT. 3

**EVERETTE "BO" ALFRED**  
COMMISSIONER, PCT. 4

**PATRICK SWAIN**  
COUNTY AUDITOR

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# JEFFERSON COUNTY, TEXAS

## ANNUAL BUDGET

This budget will raise less revenue from property taxes than last year's budget by an amount of \$5,850,861, which is a 6.13% decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,050,128.

The members of the governing body voted on the budget as follows:

**FOR:** Jeff Branick, Eddie Arnold, Brent Weaver, Michael "Shane" Sinegal, and Everette "Bo" Alfred

**AGAINST:** none

**PRESENT** and not voting: none

**ABSENT:** none



### Property Tax Rate Comparison

	2014-2015	2013-2014
Property Tax Rate:	\$0.365000/100	\$0.365000/100
Effective Tax Rate:	\$0.391606/100	\$0.369436/100
Effective Maintenance & Operations Tax Rate:	\$0.393468/100	\$0.353177/100
Rollback Tax Rate:	\$0.457173/100	\$0.413015/100
Debt Rate:	\$0.024634/100	\$0.023575/100

Total debt obligation for Jefferson County secured by property taxes is \$45,080,000.

## FISCAL YEAR 2014-2015

## HISTORY OF JEFFERSON COUNTY, TEXAS

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**Jefferson County Courthouse**

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, and Port Neches.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for \$1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

#### SOURCES:

"JEFFERSON COUNTY." The Handbook of Texas Online.

<<http://www.tsha.utexas.edu/handbook/online/articles/view/JJ/hcj5.html>> [Accessed Thu Sep 7 8:52:03 US/Central 2000 ].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =<http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

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# BUDGET SUMMARY

**PATRICK SWAIN**  
 COUNTY AUDITOR  
 (409) 835-8500



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

September 22, 2014

Honorable Commissioners' Court:

Jeff Branick, County Judge  
 Eddie Arnold, Commissioner, Precinct No. 1  
 Brent Weaver, Commissioner, Precinct No. 2  
 Michael "Shane" Sinegal, Commissioner, Precinct No. 3  
 Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for the year 2014-2015 which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased from the 2013-2014 adjusted budget by only 3.3%, and moreover maintains the same property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2014-2015 are submitted for your consideration and approval.

This budget is prepared on the basis of \$25,393,602,467 of net taxable value, after exemptions, which is a decrease of 2% over the previous year's net taxable value. The County's tax rate is \$.365 per \$100 of assessed value, 6.8% below the calculated effective tax rate. Net tax collections are estimated at 98% of the total levy.

The County's \$.365 tax rate is allocated as follows:

General Fund	.340366
Debt Service	.024634

The fiscal year 2014-2015 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling \$135,326,651. Contingencies in the amount of \$350,000 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2014-2015, adopted independently of the operating budget, provides for planned expenditures of \$10,947,018.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions of revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal flourish extending to the right.

Patrick Swain  
County Auditor

## **BUDGET INITIATIVES, MAJOR GOALS AND ISSUES**

The 2014-2015 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of \$122,481,618. Also, Commissioners' Court was able to maintain the same property tax rate of .365 cents per \$100 of taxable valuation. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Maintain the same property tax rate which is 6.8% below the effective tax rate. Each penny of the tax rate equals approximately \$2.3 million in tax revenues.

Provide a 2% salary increase for all employees. The increase in cost is approximately \$1.3 million including fringe benefits.

Commissioners' Court will utilize previously transferred funds to complete outstanding capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

- \* Economic Development
- \* Transportation Infrastructure
- \* Coastal Protection
- \* Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial infrastructure to attract and retain business and industry, and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

*Local Industry* – Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite, Air Products, Vitol, Golden Pass Products, OCI, and Exxon Mobil.

Petrochemical expansions at the Motiva, Total, and Valero facilities located in Jefferson County represent approximately \$15 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. The U.S. Department of State recently released a favorable Environmental Impact Study for construction of the Trans-Canada Keystone XL pipeline which will deliver Canadian tar sands crude to Jefferson County and help in relieving our dependence on oil from more politically volatile regions. In addition, recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, has begun construction of a \$10 billion liquefaction facility. Golden Pass LNG opened their terminal in mid 2011. With their opening, our ship channel is now home to over 40% of the nation's LNG capacity. Golden Pass LNG has filed with federal authorities for permits allowing it to build a \$10 billion gas liquefaction facility in Jefferson County.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is especially critical given the interest of the international community in locating facilities in our county.

*Hotel/Motel Tax* – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax has generated over \$900,000 annually enabling the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors' Center with revenue from the Hotel/Motel Tax.

*Airport Development* – The County, area Chambers of Commerce, and other business leaders were successful in working with American Airlines to secure direct flights to the Dallas area to enhance the Airport's operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as part of the Airport's master plan approved and funded by the FAA.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

*Sabine-Neches Waterway* - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This will allow ports in Southeast Texas, the fourth largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. Recently, the U.S. Army Corps of Engineers issued their "Chief's Report" which paves

the way for federal funding of this project. The U S House and Senate recently passed legislation which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of \$1 billion. Congressional appropriations for the project are expected shortly.

Coastal Protection – *Provide protection of the County's natural resources.*

*Protection measures* – Hurricane Ike destroyed the beach dune system along the 20 miles of Jefferson County coastline. As a result, the 62,000 acres of marsh in Jefferson County are being continually assaulted by normal saltwater tidal changes which will destroy the marshes' regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has partnered with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far state and federal resources in excess of \$12 million are currently being employed to address – the issue and both state and federal officials are committed to further funding.

Organizational Development & Improvement – *Improve services to our citizens through development of employees within the County.*

*Classification System* – In 1997, the County implemented a Classification/Compensation system to formalize our pay structure. This has allowed the County to be more consistent, efficient and fair in our pay administration, and has allowed the County to develop career ladders and perform some succession planning.

*Services* – The County also intends to continue examining our business processes and use of technology to insure that citizen's needs are addressed in the most efficient and cost-effective manner possible.

*Strategic Planning and Performance Measures* – The County has created a strategic planning committee for enhanced long term budget planning including long range capital projects planning. They have developed a vision statement and mission statement. They are continuing to work on developing a strategic plan that will also help to a model of performance measures to assist with the budget process.

*Vision Statement:*

*Jefferson County is proudly committed to ethically delivering efficient, responsive services which enhance the quality of life for all of our citizens.*

*Mission Statement:*

*Jefferson County Elected Officials and Employees will carry out our duties while respecting citizens and business entities by maintaining fiscal responsibility, demonstrating accountability, and allocating resources in a fair and equitable manner.*

# BUDGET HIGHLIGHTS

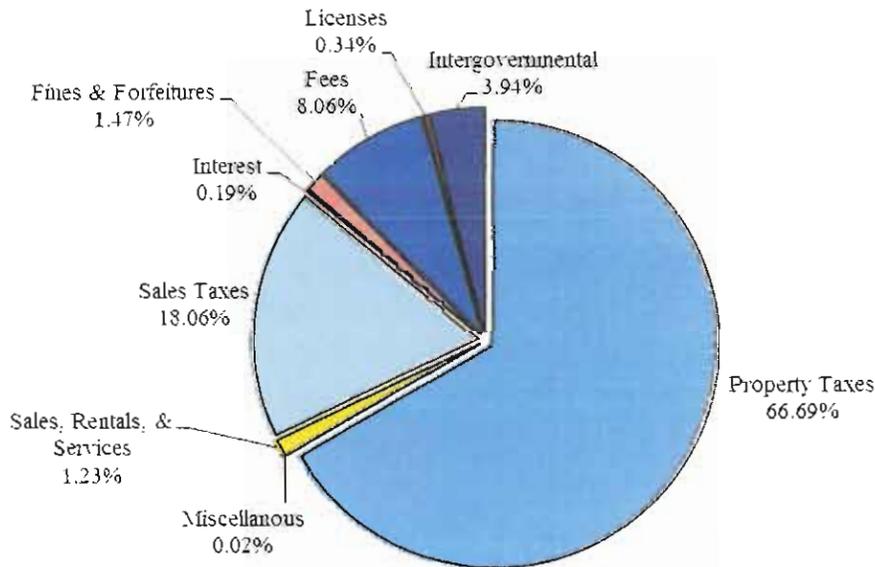
## REVENUES

Jefferson County's budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

**Revenues by Source - All Funds Summary**

	Approved 2013-2014	Approved 2014-2015	Percentage Change
Property Taxes	\$ 84,630,980	\$ 82,877,967	-2.07%
Sales Taxes	22,450,000	22,450,000	0.00%
Fees	9,753,544	10,016,044	2.69%
Licenses	430,000	418,200	-2.74%
Sales, Rentals, & Services	1,522,162	1,529,876	0.51%
Intergovernmental	4,776,646	4,901,618	2.62%
Fines & Forfeitures	1,855,000	1,825,000	-1.62%
Interest	237,138	237,010	-0.05%
Miscellaneous	24,000	24,000	0.00%
Contributions	5,000	4,000	-20.00%

Revenues by Source - All Funds Summary  
Fiscal Year 2014-2015



Property taxes are expected to decrease by about \$1.8 million for 2014-2015. This decrease is due in large part to declines in industrial values in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. This amount is based on a net taxable value of \$25,393,602,467 and an adopted tax rate of .365¢. The County is anticipating a 98% collection rate for this budget year. Despite this current decline, net taxable values are still up by about 15% over the past five years as a result of increased commercial development.

Sales taxes collections are budgeted at \$22,450,000. The County collects ½ cent on all taxable sales within the County. The ½ cent sales tax was adopted in 1989. Also, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center as well as tourism grants.

Taxes typically make up about 85% of all revenues for the County. Please refer to page 24 for a ten year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to remain relatively flat. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a \$10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in circumstances or rates such as interest rates.

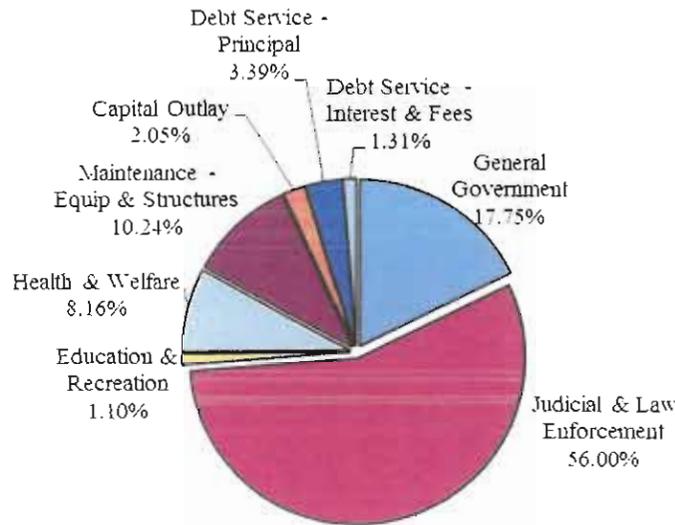
**EXPENDITURES**

Jefferson County’s budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

**Expenditures - All Funds Summary by Function**

	Approved 2013-2014	Approved 2014-2015	Percentage Change
General Government	\$22,642,645	\$23,144,481	2.22%
Judicial & Law Enforcement	70,526,817	73,005,476	3.51%
Education & Recreation	1,397,377	1,428,629	2.24%
Health & Welfare	10,585,238	10,631,365	0.44%
Maintenance - Equipment & Structures	13,062,249	13,355,461	2.24%
Capital Outlay	2,493,972	2,675,389	7.27%
Debt Service - Principal	4,250,000	4,420,000	4.00%
Debt Service - Interest and Commission	1,875,512	1,691,644	-9.80%
Debt Service - Transaction Fees	14,000	12,000	-14.29%

Expenditures - All Funds Summary  
Budgeted for Fiscal Year 2014-2015



General Fund expenditures make up 90.3% of total budgeted expenditures, while Debt Service make up 4.5% and Special Revenue funds make up 5.2% percent. All of the total increases from the 2013-2014 approved budget year to 2014-2015 is related to the General Fund and will be discussed below.

## **GENERAL FUND**

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2014-2015 including “transfers out” and contingency appropriation are approved at \$122,481,618. Revenues including “transfers in” are estimated at \$112,399,235.

Property Taxes represent 68.4% of the revenues generated by the General Fund. In 2014-2015 the budgeted property taxes for the General Fund is expected to decrease by \$1.9 million from the prior year’s budget. This decrease is due in large part to declines in industrial values in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Budgeted property tax revenue for 2014-2015 is \$76,885,100 for the General Fund.

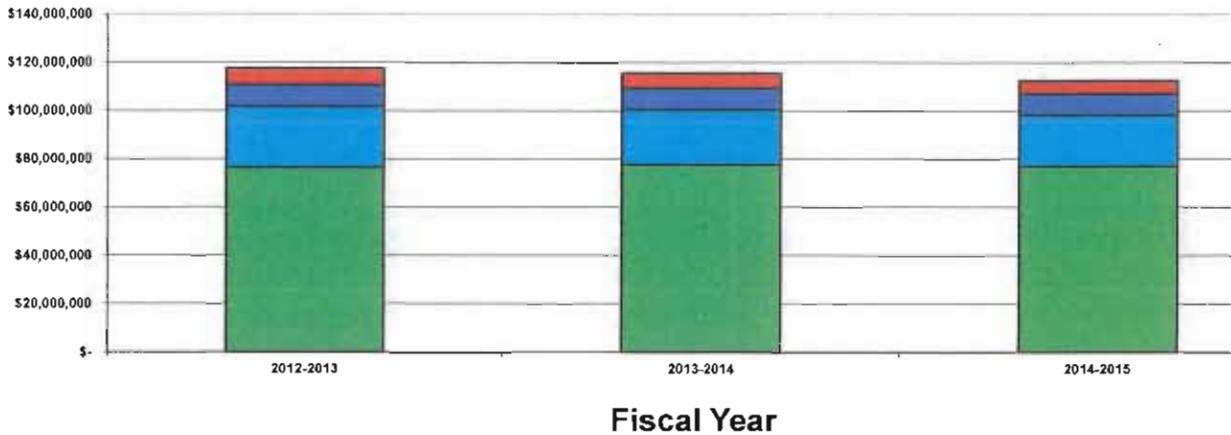
Budgeted sales tax revenue for 2014-2015 is \$21,450,000 which represents 19.1% of the revenues generated by the General Fund. Revenue from Sales taxes appears to have stabilized after recent industrial expansions. The County anticipates revenue from Sales taxes to maintain their current levels for the 2014-2015 budget year.

Fees collected by the County account for 7.7% of the General Fund revenues. Estimated revenues for fees are budgeted at \$8,680,744. Fees are expected to remain relatively flat with the prior year’s budget.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 4.8% of the budgeted General Fund revenues. Estimated revenues for other revenue sources are budgeted at \$5,383,391. Other revenue sources are expected to remain relatively flat with the prior year’s budget.

The following graph shows the relationship of the major revenue sources for fiscal year 2012-2013 through 2014-2015:

## General Fund (Revenues)



Expenditures budgeted for the 2014-2015 fiscal year total \$122,481,618 including contingency appropriation and “transfers out”.

### General Fund Expenditures by Category

	Percentage of Budget	Approved 2012-2013	Approved 2013-2014	Percentage Change
Personnel Services	67.40%	\$ 79,885,541	\$ 82,556,778	3.34%
Operating Expenditures	26.67%	32,361,073	32,664,745	0.94%
Capital Outlay	1.66%	1,490,461	2,033,889	36.46%
Special Purpose Funding	4.27%	4,785,441	5,226,206	9.21%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. This budget has an addition of four positions for 2014-2015. One position was eliminated during the 2013-2014 fiscal year. A two percent salary increase for all employees will increase personnel services approximately \$1.3 million. The majority of the remaining increase is due to the actuarially determined rate increase for Employees’ retirement and a five percent increase in employees’ health insurance.

Operating expenditures include all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as closely to current levels as possible. The one percent increase is mainly split between the increased cost for property insurance and retirees’ health insurance accounted for in the General Services department.

Capital outlay, which includes all capital equipment purchases over \$5,000 made by the County, increased by \$543,428. The County will be replacing or purchasing necessary equipment including several vehicles for the Constable’s offices and continued vehicle

replacement for the Sheriff's office. In addition, several pieces of road equipment will be purchased as well as replacement items for the Jail and Crime Lab. This year at least 140 computer replacements will be purchased. Other capital outlay needs, will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and "transfers out". This budget year the following transfers are budgeted: Ford Park - \$2,182,945, Jack Brooks Regional Airport - \$1,775,032, and County match for Grant funds - \$918,229. Contingency appropriations are budgeted at \$350,000.

In 2014-2015, the County will anticipate utilizing \$10,082,383 of the General Fund reserves to balance the operating requirements of the County. The County's ending available fund balance will be 28.7% of budgeted expenditures which complies with the County's fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

#### General Fund Expenditures by Function

	Percentage of Budget	Approved 2013-2014	Approved 2013-2014	Percentage Change
General Government	19.67%	\$22,231,619	\$22,659,668	1.93%
Judicial & Law Enforcement	59.35%	66,173,293	68,388,670	3.35%
Education & Recreation	0.35%	393,032	402,359	2.37%
Health & Welfare	9.23%	10,585,238	10,631,365	0.44%
Maintenance - Equipment & Structures	11.40%	12,863,432	13,139,461	2.15%

General Government increase is mainly due to the two percent salary insurance for all employees, increases in employees' retirement and health insurance rates, retirees' health insurance, and increase in cost for property insurance. One position is being added for 2014-2015 in the MIS department. General Government is made up of the administrative functions of the County including the Tax office, Auditor's Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to the two percent salary increase to all employees and increases in employees' retirement and health insurance rates as well as the addition of three positions in the District Attorney's office. Other increases in this area are due to contractual items.

The Education and Recreation Division increase is due to the two percent salary increase to all employees and increases in employees’ retirement and health insurance rates. The only department for this division is the Agriculture Extension Service which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

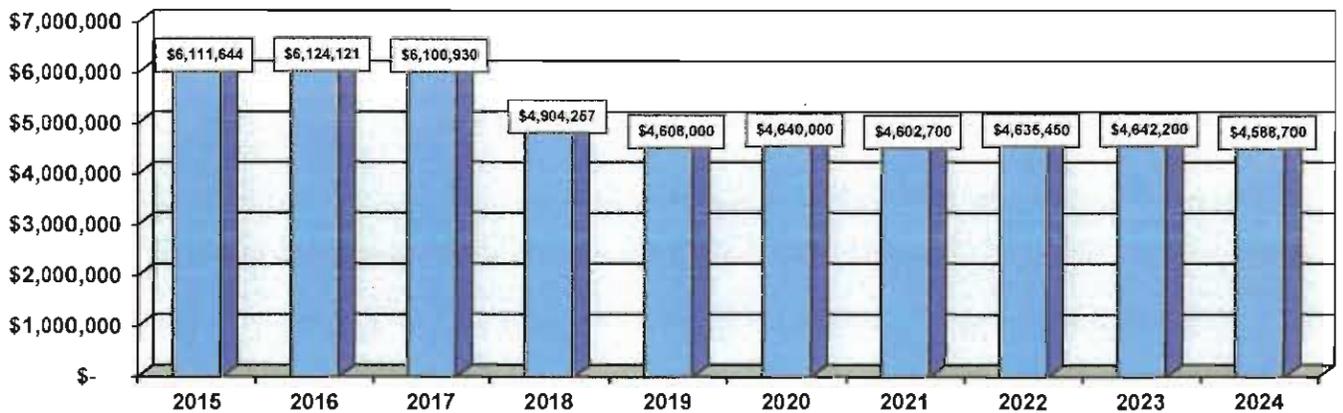
Health & Welfare increase is mostly due to the two percent salary increase to all employees and increases in employees’ retirement and health insurance rates. This division provides health care for the indigent citizens of the County, support of the child protective services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to the two percent salary increase to all employees and increases in employees’ retirement and health insurance rates. One position was eliminated during the 2013-2014 fiscal year. This division is responsible for the maintenance and operation of all County facilities and roadways.

**DEBT SERVICE FUND**

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County’s debt. This income is primarily earned through the allocation of property taxes to the fund.

**Debt Service Requirements Next 10 Years**



At October 1, 2014, the County has debt issues outstanding of \$45,080,000. Revenues are budgeted at \$6,001,732 for 2014-2015, of which 99.9% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest. Expenditures of \$6,123,644 are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2014-2015 fiscal year.

## SPECIAL REVENUE FUNDS

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2014-2015 are budgeted at \$6,392,748 and expenditures are budgeted at \$7,071,389. Some items that will benefit the County are: the continued maintenance and operation of the County Clerk's imaging system, installation of an imaging system in the District Clerk's and District Attorney's office, and implementation of the Texas Supreme Court e-file mandate in all courts. These systems will reduce the paperwork and create efficient ways to review the documents these offices manage. The County Clerk will also be working on a preservation project for records prior to 1990. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. The ASAP program is also classified as a Special Revenue Fund since it is fully funded by Port Arthur Independent School District to provide law enforcement personnel to help the school district with truancy issues. Also, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning and the Hotel Occupancy Tax Fund will continue to fund the operations.

## CAPITAL PROJECTS

The County maintains an ongoing capital improvement program. General government capital improvements have been funded by a combination of bond proceeds, general fund transfers, and state grants. The main focus of the County's capital improvement program is related to Transportation, General Government Buildings, Quality of Life, and Environmental Infrastructure.

Expenditures of \$10,947,018 are estimated for projects in the 2014-2015 fiscal year. All of the funding for these expenditures has already been transferred to the Capital Project funds and will not require additional funding during the 2014-2015 fiscal year. As other projects are identified, the County could use available fund balance above the minimum fund balance policy to budget transfers in futures years in order to minimize debt issuances. The current expenditures will impact the County on several levels including:

*Transportation Infrastructure* – The County has deemed this program a priority to ensure that roadways and bridges are safe and reliable to handle the increased traffic flow in the rural areas. The County has completed funding for capital improvements to bridges as part of a systematic bridge replacement program.

The projects on Labelle Road and Sulphur Plant Road will increase road infrastructure. It will allow more access and wider roadways for the traffic that travels within the County,

and open up land for development that was previously inaccessible. The County is partnering with the Texas Department of Transportation (TXDOT) to modify and expand the County's rural roads. By partnering with TXDOT, the County can leverage the local taxpayer's dollars with Federal and State funding to provide a higher grade of roadway.

*General Government Infrastructure* – Several projects are funded in 2014-2015 for the repair, maintenance, and remodel of County buildings. These projects will increase the stability and soundness of the buildings, and assure their continued use in the future.

In the category of General Government, the largest project will be the restoration of the County's Historical Courthouse. The County has developed a seven phase approach to repairing and restoring the County Courthouse. Due to water intrusion, the exterior and the interior of the Courthouse has been severely damaged by water and termites. The County has completed Phases I thru IV of the project by replacing the Courthouse roof, exterior windows, and masonry to its historical equivalent built in the 1930's. In the current year budget, approximately \$6.4 million is budgeted to address the HVAC and interior repairs. The County will consider a phased-in approach utilizing available fund balance for completing this restoration project.

*Quality of Life* – Jefferson County has vast resources to draw from in the form of recreational activity for its residents and visitors. One area the County is investing in is recreational fishing along the estuaries of the Gulf of Mexico. The County has a long term project to partner with the Texas Parks and Wildlife Department to develop a portion of land that borders the Keith Lake Fish Pass. This fish pass provides excellent salt water fishing due to significant tidal flow changes through the pass. The County will provide parking and picnic grounds along with a boat launch. Residents and visitors will be able to picnic and fish along the banks of the fish pass on concrete bulk heading and sidewalks.

*Environmental Measures* – The County has been working towards a resolution to re-open Highway 87 from Sea Rim Park to High Island. This twenty-five mile stretch of Highway runs along the Gulf of Mexico and has been closed since the late 1980's. As part of this long term project, the County has funded various environmental studies regarding shoreline erosion, sand source feasibility, and wetlands mitigation. The County is estimating to spend \$470,463 in 2014-2015 to fund these studies. The County will need Federal or State funding for this project as the total cost to relocate and rebuild this stretch of highway would not be economically feasible for the County.

## **AWARDS & ACKNOWLEDGMENTS**

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**Awards** The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to Jefferson County, Texas for the Annual Budget beginning October 1, 2013. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

**Acknowledgments** The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2014-2015 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

## **BUDGET POLICY & PROCEDURES**

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The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

### *Guidelines*

- ⌘ The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials, and employees.
- ⌘ Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.
- ⌘ The Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

### *Interim Financial Reporting*

- ⌘ Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

### *Balanced Budget*

- ⌘ The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

### *Capital Improvement Policies*

- ⌘ The budget will provide for adequate maintenance of capital, infrastructure, equipment, and for their logical replacement. No “carryover” capital outlay will be budgeted unless specifically approved by Commissioners’ Court during the current year’s budget hearings.
- ⌘ The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

### *Debt Management Policies*

- ⌘ The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.
- ⌘ The County will not use long-term debt for current operations.
- ⌘ The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

### *Fund Balance Policies*

- ⌘ The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually 1/12<sup>th</sup> of the next year’s debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.
- ⌘ It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

### *Investment Policies*

- ⌘ These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

### *Capital Asset Procedures*

- ⌘ Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- ⌘ Jefferson County's fiscal year begins on October 1<sup>st</sup> each year and ends on September 30<sup>th</sup>. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers which are distributed to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.
- ⌘ Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.
- ⌘ In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.
- ⌘ In September, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners' Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.
- ⌘ The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to

support annual appropriations. Accountability is then required for operations to remain within available resources.

- ⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual department. To comply with expenditure limitations, when one department's total appropriation is increased, another department's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.
- ⌘ The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income (loss) is necessary and/or useful to sound financial management.
- ⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.
- ⌘ All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.
- ⌘ The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on the modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.
- ⌘ Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual

cost is known, it is booked, and the encumbrance is reversed. All encumbrances lapse at year-end for all budgeted funds.

- ⌘ The Comprehensive Annual Financial Report (CAFR) shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). The CAFR and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.
- ⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Because grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

# JEFFERSON COUNTY, TEXAS

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## CALENDAR FOR BUDGET PREPARATION

Dates are approximate

**APRIL 26** – Budget preparation packets sent to all County departments by County Auditor.

**MAY 31** – Budget preparation packets are due back to the County Auditor’s office.

**JUNE 1 – JULY 20** – Compile initial budget requests, and estimate of available resources.

**JULY 21 – JULY 25** – Budget Hearings.

**AUGUST 6** – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)

**AUGUST 14** – Budget Workshop to discuss pending items for budget.

**AUGUST 21** – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)

**SEPTEMBER 11** – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)

**SEPTEMBER 12** – Notice of proposed increases in elected officials’ salaries and allowances published in local newspaper. (Section 152.013 LGC)

**SEPTEMBER 12** – Publish notice for budget public hearing. (Section 111.0385 LGC)

**SEPTEMBER 12** – File budget with County Clerk. (Section 111.037 LGC)

**SEPTEMBER 22** – Adopt tax rate.

**SEPTEMBER 22** – Public hearing and adopt budget. (Section 111.039 LGC)

**SEPTEMBER 29** – Receive & file budget.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**Jefferson County  
Texas**

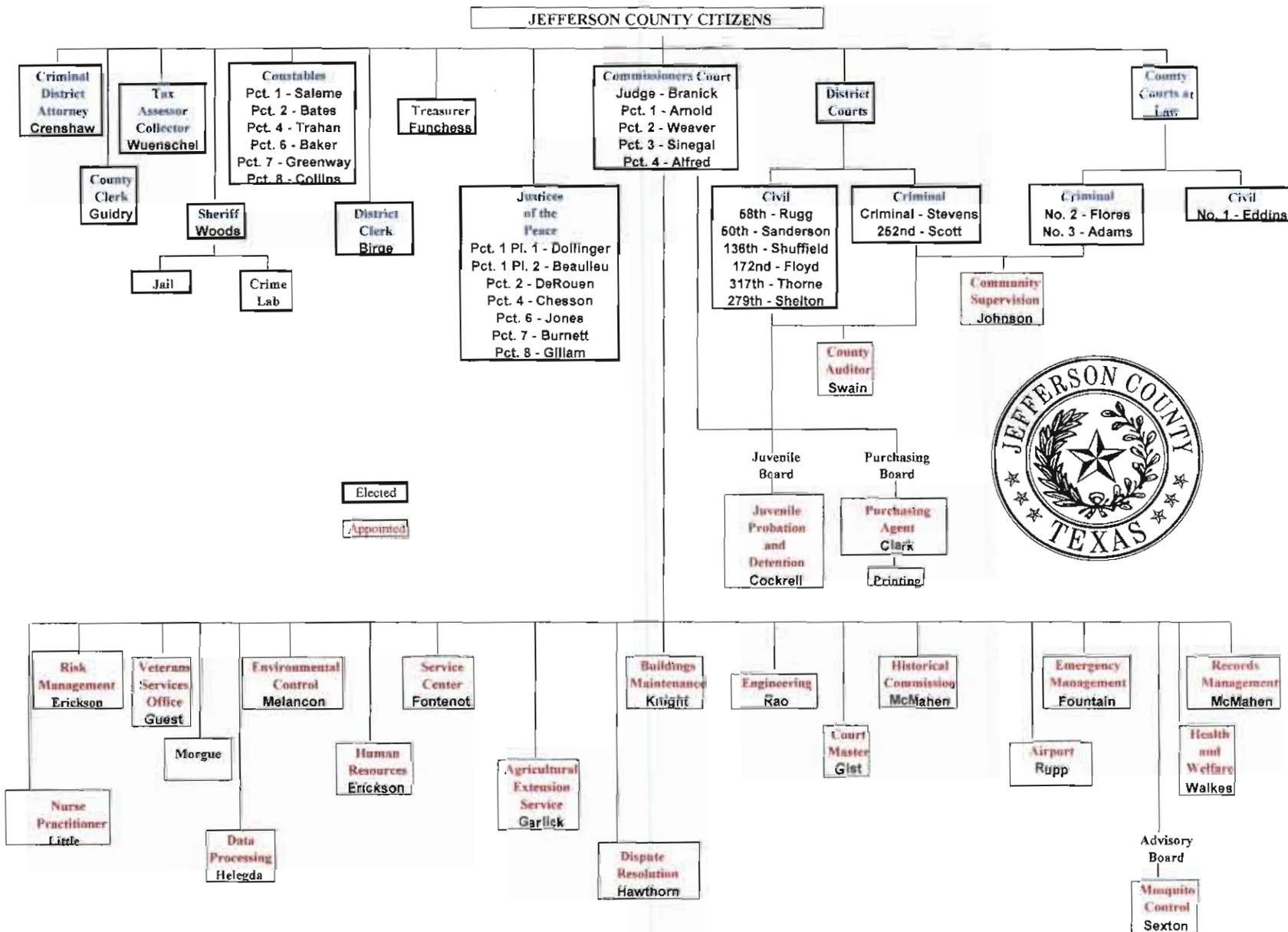
For the Fiscal Year Beginning

**October 1, 2013**

A handwritten signature in cursive script, reading "Jeffrey R. Enos".

Executive Director

## ORGANIZATION CHART OF JEFFERSON COUNTY As of September 30, 2014

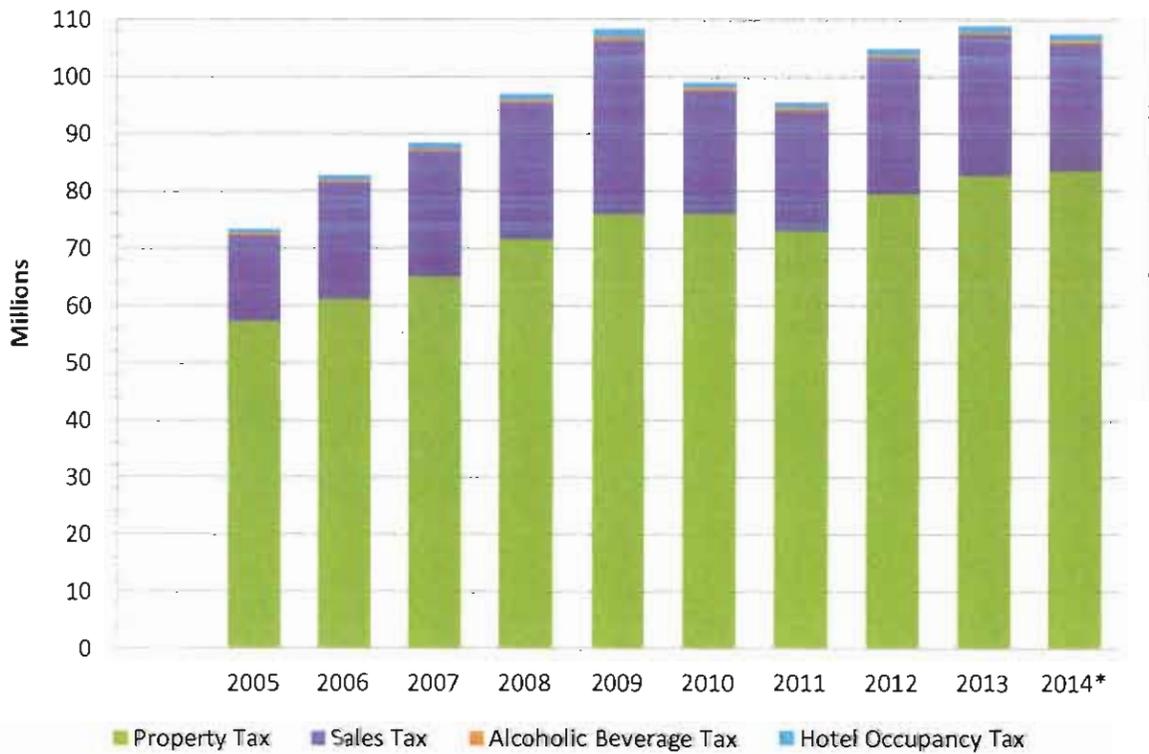


**TAX REVENUES BY SOURCE - ALL FUNDS**  
**LAST TEN FISCAL YEARS**

Fiscal Year	Property Tax	Sales Tax	Alcoholic Beverage Tax	Hotel Occupancy Tax	Total
2005	\$57,343,655	\$14,796,016	\$430,130	\$658,878	\$73,228,679
2006	61,103,193	20,150,358	494,201	894,368	82,642,120
2007	65,071,514	21,654,606	503,134	973,569	88,202,823
2008	71,516,193	23,906,777	506,047	1,011,577	96,940,594
2009	75,912,693	30,410,633	614,474	1,294,063	108,231,863
2010	75,995,020	21,361,596	575,928	893,234	98,825,778
2011	72,959,364	20,961,453	547,605	981,619	95,450,041
2012	79,446,316	23,864,675	484,988	1,064,165	104,860,144
2013	82,593,407	24,695,194	475,162	1,015,651	108,779,414
2014*	83,588,494	22,200,000	503,496	1,039,500	107,331,490

\* Estimate for current year

**Tax Revenues by Source -All Funds**



**RATIO OF ANNUAL DEBT SERVICE EXPENDITURES  
FOR GENERAL BONDED DEBT TO TOTAL GENERAL  
EXPENDITURES**

**LAST TEN FISCAL YEARS**

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2004	3,250,000	4,351,299	7,601,299	106,854,206	7.11%
2005	3,335,000	4,057,373	7,392,373	98,764,803	7.48%
2006	3,890,000	4,084,539	7,974,539	135,159,034	5.90%
2007	4,045,000	3,938,978	7,983,978	116,795,960	6.84%
2008	3,510,000	3,794,062	7,304,062	129,426,472	5.64%
2009	3,660,000	3,671,261	7,331,261	149,958,683	4.89%
2010	3,760,000	3,538,141	7,298,141	137,187,243	5.32%
2011	4,942,070	3,530,237	8,472,307	142,843,651	5.93%
2012	4,430,000	2,169,209	6,599,209	143,444,952	4.60%
2013	3,965,000	1,960,536	5,925,536	142,672,765	4.15%

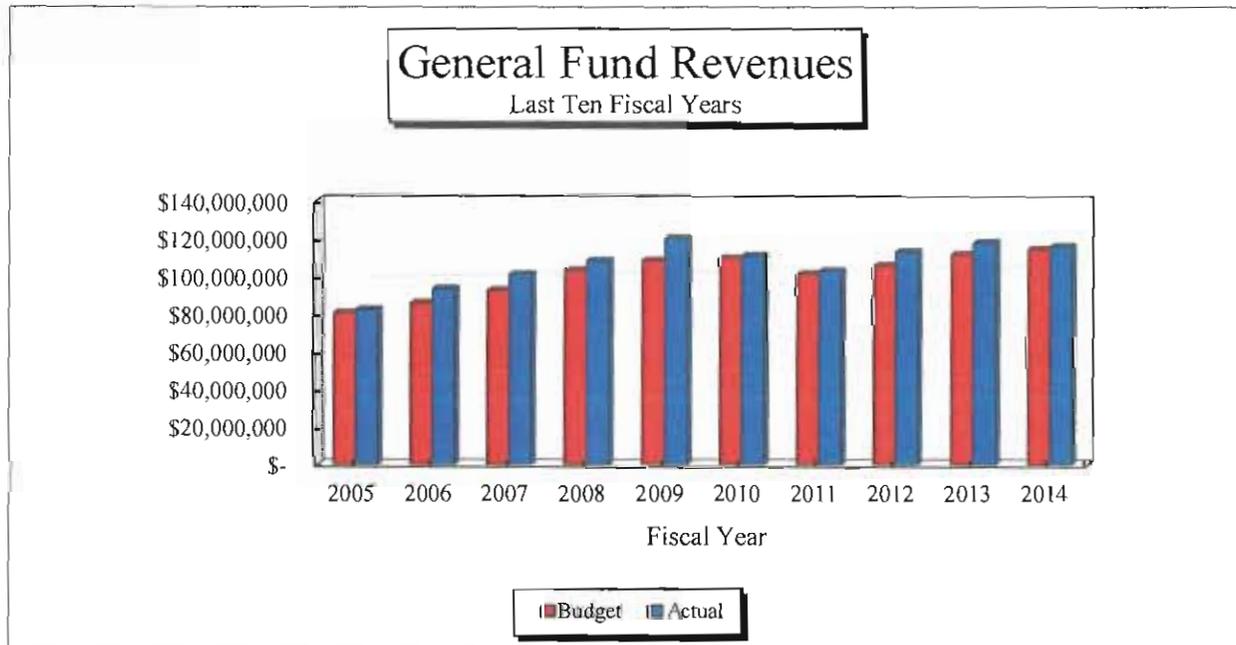
**ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY**  
**LAST TEN TAX YEARS**

Tax Year	Assessed Value				Assessment Ratio	Estimated Actual Value	
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property			Total (b)
2004	14,557,527,010	4,091,571,282	10,465,955,728	3,062,622,300	13,528,578,028	100%	17,620,149,310
2005	15,598,910,420	4,601,530,770	10,997,379,650	3,373,285,690	14,370,665,340	100%	18,972,196,110
2006	15,794,009,095	3,180,724,674	12,613,284,421	3,926,963,740	16,540,248,161	100%	19,720,972,835
2007	18,139,037,814	3,824,188,028	14,314,849,786	4,259,356,205	18,574,205,991	100%	22,398,394,019
2008	20,241,889,423	4,416,709,776	15,825,179,647	4,971,316,869	20,796,496,516	100%	25,213,206,292
2009	19,305,377,164	3,053,531,674	16,251,845,490	4,886,199,496	21,138,044,986	100%	24,191,576,660
2010	20,175,815,485	2,904,361,132	17,271,454,353	4,864,011,338	22,135,465,691	100%	25,039,826,823
2011	20,499,976,905	2,819,185,882	17,680,791,023	5,472,265,740	23,153,056,763	100%	25,972,242,645
2012	22,320,153,198	3,198,328,907	19,121,824,291	6,131,164,990	25,252,989,281	100%	28,451,318,188
2013	25,832,370,800	6,667,443,764	19,164,927,036	6,742,185,740	25,907,112,776	100%	32,574,556,540

- (a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.
- (b) Net of exemptions.

**GENERAL FUND REVENUES & TRANSFERS**  
**LAST TEN FISCAL YEARS**

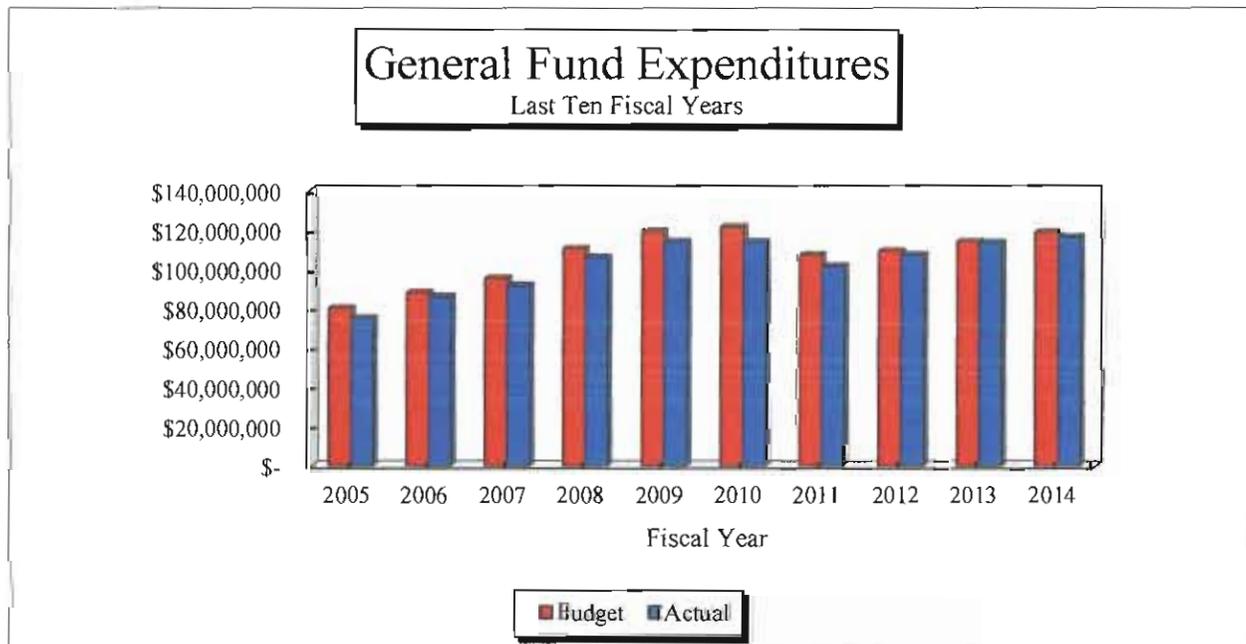
Fiscal Year	Adjusted Budget	Actual
2005	\$ 80,525,000	\$ 82,196,528
2006	85,757,016	93,261,431
2007	92,460,602	100,850,387
2008	103,086,871	108,133,630
2009	108,236,908	120,044,224
2010	109,494,972	110,681,187
2011	101,016,860	102,643,405
2012	105,517,925	112,903,367
2013	111,504,653	117,560,491
2014	114,209,840	115,566,525 *



\* Estimate for current year.

**GENERAL FUND EXPENDITURES & TRANSFERS**  
**LAST TEN FISCAL YEARS**

<u>Fiscal Year</u>	<u>Adjusted Budget</u>	<u>Actual</u>
2005	\$ 79,965,411	\$ 74,890,305
2006	87,838,306	85,849,327
2007	95,229,520	91,476,441
2008	110,247,921	105,605,328
2009	119,037,978	113,606,176
2010	121,214,444	113,561,474
2011	107,016,860	101,375,430
2012	109,000,000	107,067,911
2013	113,800,000	113,163,205
2014	118,522,516	115,872,367 *



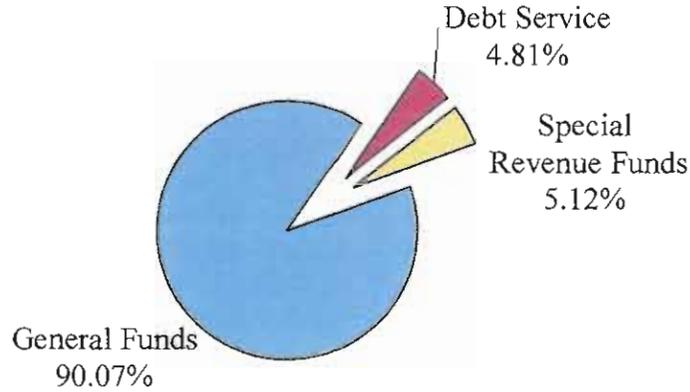
\* Estimate for current year.

**JEFFERSON COUNTY, TEXAS**  
**ALL FUNDS SUMMARY**

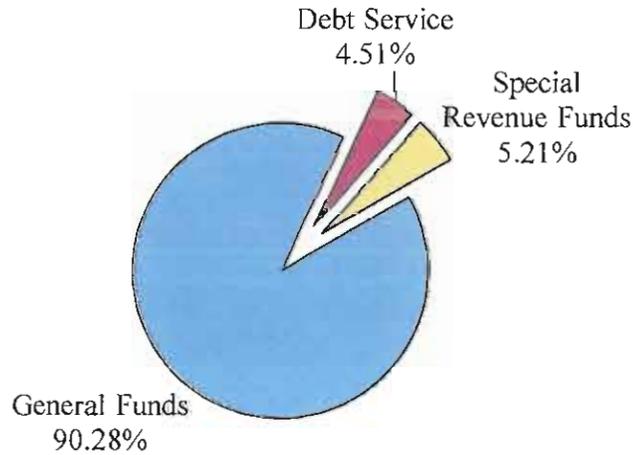
	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b>REVENUES</b>			
Property Taxes	\$ 82,593,407	\$ 83,588,494	\$ 82,877,967
Sales Taxes	26,186,007	23,742,996	22,450,000
Fees	10,135,049	10,393,504	10,016,044
Licenses	590,148	479,663	418,200
Sales, Rentals & Services	2,746,880	2,311,879	1,529,876
Intergovernmental	4,190,353	4,456,594	4,901,618
Fines & Forfeitures	2,072,656	1,859,065	1,825,000
Interest	191,933	230,447	237,010
Miscellaneous	40,518	17,926	24,000
Contributions	-	-	4,000
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Revenues	\$ <u>128,746,951</u>	\$ <u>127,080,568</u>	\$ <u>124,283,715</u>
<b>OTHER SOURCES</b>			
Proceeds from Sales of Capital Assets	\$ -	\$ -	\$ -
Transfers In	440,003	511,423	510,000
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Other Sources	\$ <u>440,003</u>	\$ <u>511,423</u>	\$ <u>510,000</u>
Total Revenues & Other Sources	\$ <u>129,186,954</u>	\$ <u>127,591,991</u>	\$ <u>124,793,715</u>
<b>EXPENDITURES</b>			
General Government	\$ 21,368,319	\$ 22,459,349	\$ 23,144,481
Judicial & Law Enforcement	64,219,551	67,152,291	73,005,476
Education & Recreation	1,193,021	1,208,066	1,428,629
Health & Welfare	9,638,595	10,064,830	10,631,365
Maintenance - Equipment & Structures	11,527,394	12,089,100	13,355,461
Capital Outlay	1,485,206	2,130,052	2,675,389
Debt Service -			
Principal	3,965,000	4,280,000	4,420,000
Interest and Commission	1,955,311	1,834,252	1,691,644
Transaction Fees	5,225	4,855	12,000
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Expenditures	\$ <u>115,357,622</u>	\$ <u>121,222,795</u>	\$ <u>130,364,445</u>
<b>OTHER USES</b>			
Transfers Out	\$ 9,581,462	\$ 6,566,864	\$ 4,962,206
Contingency Appropriation	-	-	350,000
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Other Uses	\$ <u>9,581,462</u>	\$ <u>6,566,864</u>	\$ <u>5,312,206</u>
Total Appropriations	\$ <u>124,939,084</u>	\$ <u>127,789,659</u>	\$ <u>135,676,651</u>
<b>BEGINNING FUND BALANCE</b>	\$ <u>49,098,151</u>	\$ <u>53,346,021</u>	\$ <u>53,148,353</u>
<b>ENDING FUND BALANCE</b>	\$ 53,346,021	\$ 53,148,353	\$ 42,265,417
<b>RESERVED FUND BALANCE</b>	<u>2,114,421</u>	<u>1,976,954</u>	<u>1,855,042</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	\$ <u>51,231,600</u>	\$ <u>51,171,399</u>	\$ <u>40,410,375</u>

JEFFERSON COUNTY, TEXAS  
ALL FUNDS SUMMARY

# FY 2015 - Revenues and Other Sources



# FY 2015 - Expenditures and Other Uses



**GENERAL FUND**

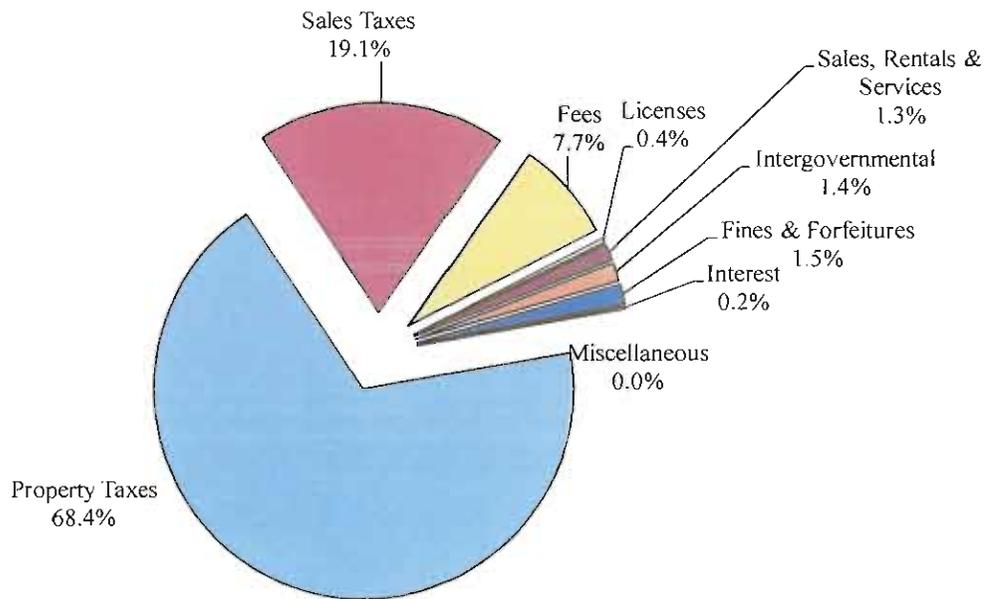
**GENERAL FUND**  
**SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b>REVENUES</b>			
Property Taxes	\$ 76,480,625	\$ 77,617,753	\$ 76,885,100
Sales Taxes	25,170,356	22,703,496	21,450,000
Fees	9,067,410	9,078,566	8,680,744
Licenses	590,148	479,663	418,200
Sales, Rentals & Services	2,658,453	2,146,579	1,429,876
Intergovernmental	1,510,298	1,566,339	1,574,315
Fines & Forfeitures	1,884,566	1,758,445	1,725,000
Interest	162,714	201,764	212,000
Miscellaneous	35,918	13,920	24,000
Contributions	-	-	-
Total Revenues	<u>\$ 117,560,488</u>	<u>\$ 115,566,525</u>	<u>\$ 112,399,235</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ 3	-	-
Total Other Sources	<u>\$ 3</u>	<u>-</u>	<u>-</u>
Total Revenues & Other Sources	<u>\$ 117,560,491</u>	<u>\$ 115,566,525</u>	<u>\$ 112,399,235</u>
<b>EXPENDITURES</b>			
General Government	\$ 20,826,230	\$ 22,024,718	\$ 22,659,668
Judicial & Law Enforcement	60,579,727	63,344,352	68,388,670
Education & Recreation	339,621	371,383	402,359
Health & Welfare	9,638,595	10,064,830	10,631,365
Maintenance - Equipment & Structures	11,500,062	12,064,242	13,139,461
Capital Outlay	896,548	1,567,401	2,033,889
Total Expenditures	<u>\$ 103,780,783</u>	<u>\$ 109,436,926</u>	<u>\$ 117,255,412</u>
<b>OTHER USES</b>			
Transfers Out	\$ 9,382,422	\$ 6,435,441	\$ 4,876,206
Contingency Appropriation	-	-	350,000
Total Other Uses	<u>\$ 9,382,422</u>	<u>\$ 6,435,441</u>	<u>\$ 5,226,206</u>
Total Appropriations	<u>\$ 113,163,205</u>	<u>\$ 115,872,367</u>	<u>\$ 122,481,618</u>
<b>BEGINNING FUND BALANCE</b>	<u>\$ 42,228,333</u>	<u>\$ 46,625,619</u>	<u>\$ 46,319,777</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 46,625,619</u>	<u>\$ 46,319,777</u>	<u>\$ 36,237,394</u>
<b>RESERVED FUND BALANCE</b>	<u>1,043,407</u>	<u>1,043,407</u>	<u>1,043,407</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	<u>\$ 45,582,212</u>	<u>\$ 45,276,370</u>	<u>\$ 35,193,987</u>

**GENERAL FUND  
SUMMARY OF REVENUES**

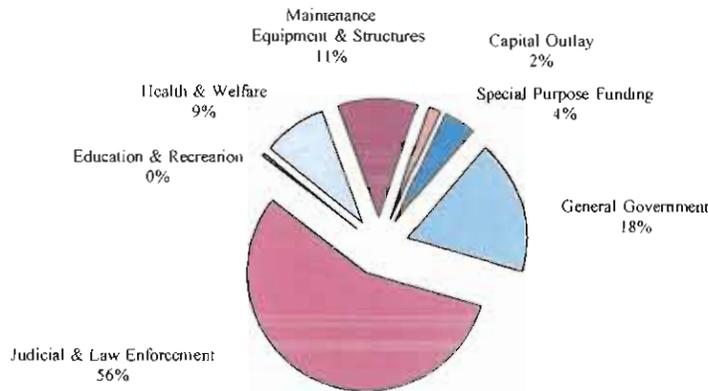
REVENUES	ACTUAL 2012-2013	ESTIMATED 2013-2014	APPROVED 2014-2015
Property Taxes	\$ 76,480,625	\$ 77,617,753	\$ 76,885,100
Sales Taxes	25,170,356	22,703,496	21,450,000
Fees	9,067,410	9,078,566	8,680,744
Licenses	590,148	479,663	418,200
Sales, Rentals & Services	2,658,453	2,146,579	1,429,876
Intergovernmental	1,510,298	1,566,339	1,574,315
Fines & Forfeitures	1,884,566	1,758,445	1,725,000
Interest	162,714	201,764	212,000
Miscellaneous	35,918	13,920	24,000
<b>Total</b>	<b>\$ 117,560,488</b>	<b>\$ 115,566,525</b>	<b>\$ 112,399,235</b>

**Approved 2014-2015**

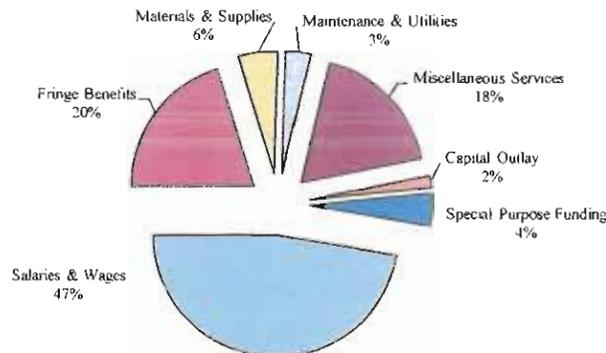


**GENERAL FUND  
SUMMARY OF EXPENDITURES**

<u>Department</u>	<u>APPROVED 2014-2015 BUDGET</u>	<u>% OF TOTAL</u>
General Government	\$ 22,659,668	18.49%
Judicial & Law Enforcement	68,388,670	55.84%
Education & Recreation	402,359	0.33%
Health & Welfare	10,631,365	8.68%
Maintenance - Equipment Structures	13,139,461	10.73%
Capital Outlay	2,033,889	1.66%
Special Purpose Funding	5,226,206	4.27%
<b>Total</b>	<b>\$ 122,481,618</b>	<b>100.00%</b>



<u>Category</u>	<u>APPROVED 2014-2015 BUDGET</u>	<u>% OF TOTAL</u>
Salaries & Wages	\$ 57,747,069	47.14%
Fringe Benefits	24,809,709	20.26%
Materials & Supplies	6,480,059	5.29%
Maintenance & Utilities	3,917,648	3.20%
Miscellaneous Services	22,267,038	18.18%
Capital Outlay	2,033,889	1.66%
Special Purpose Funding	5,226,206	4.27%
<b>Total</b>	<b>\$ 122,481,618</b>	<b>100.00%</b>



**GENERAL FUND**  
**SUMMARY OF EXPENDITURES BY DIVISION**

<u>Department / Division</u>	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b>General Government</b>			
Tax Assessor-Collector	\$ 3,325,861	\$ 3,396,038	\$ 3,668,340
Human Resources	365,501	380,952	430,962
County Auditor	1,356,372	1,324,418	1,415,573
County Clerk	2,017,460	2,088,983	2,167,027
County Judge	764,350	824,983	894,428
Risk Management	227,674	230,733	240,745
County Treasurer	264,005	352,721	375,326
Printing	134,856	150,632	168,274
Purchasing Agent	475,249	506,495	547,371
General Services	9,255,807	9,600,614	9,578,708
Management Information Systems	1,632,499	1,687,094	1,848,984
Voters Registration Department	206,501	241,705	226,010
Elections Department	539,519	970,888	815,383
Veterans Services	260,576	268,462	282,537
Total General Government	\$ <u>20,826,230</u>	\$ <u>22,024,718</u>	\$ <u>22,659,668</u>
<b>Judicial &amp; Law Enforcement</b>			
District Attorney	\$ 5,206,164	\$ 5,459,267	\$ 6,460,869
District Clerk	1,583,022	1,538,519	1,799,632
District Courts	5,038,312	5,009,729	4,934,816
Jury	692,675	741,053	1,086,240
Justice of the Peace	2,198,952	2,243,154	2,482,384
County Courts at Law	1,512,816	1,669,691	1,756,318
Court Master	386,315	472,008	483,603
Dispute Resolution Center	189,642	192,993	254,682
Juvenile Alternative School	316,583	348,681	381,977
Community Supervision	12,313	14,384	10,228
Sheriff	11,141,486	11,864,695	12,859,790
Crime Laboratory	1,119,172	1,168,019	1,320,193
Jail	24,934,874	26,070,391	27,186,288
Juvenile Probation	1,112,736	1,254,796	1,549,640
Juvenile Detention Home	1,755,684	1,808,771	2,042,112
Constables	2,703,193	2,740,229	3,019,898
County Morgue	675,788	747,972	760,000
Total Judicial & Law Enforcement	\$ <u>60,579,727</u>	\$ <u>63,344,352</u>	\$ <u>68,388,670</u>
<b>Education &amp; Recreation</b>			
Agricultural Extension Service	\$ <u>339,621</u>	\$ <u>371,383</u>	\$ <u>402,359</u>
Total Education & Recreation	\$ <u>339,621</u>	\$ <u>371,383</u>	\$ <u>402,359</u>

**GENERAL FUND**  
**SUMMARY OF EXPENDITURES BY DIVISION**

<u>Department / Division</u>	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b>Health &amp; Welfare</b>			
Health & Welfare Unit 1	\$ 1,061,375	\$ 1,086,262	\$ 1,257,858
Health & Welfare Unit 2	1,042,945	1,074,176	1,208,834
Nurse Practitioner	299,667	303,976	299,070
Child Welfare	145,736	136,288	153,900
Environmental Control	335,885	344,960	375,848
Indigent Medical Service	4,588,916	4,877,533	4,897,891
Mosquito Control	1,923,826	1,987,745	2,163,276
Emergency Management	190,245	203,890	224,688
Tobacco Settlement	50,000	50,000	50,000
<b>Total Health &amp; Welfare</b>	<b>\$ 9,638,595</b>	<b>\$ 10,064,830</b>	<b>\$ 10,631,365</b>
<b>Maintenance - Equipment &amp; Structures</b>			
Courthouse & Annexes	\$ 2,354,996	\$ 2,431,568	\$ 2,754,648
Port Arthur Buildings	578,375	608,181	746,362
Mid-County Buildings	181,829	183,399	217,228
Road & Bridge Pct. #1	1,390,788	1,487,043	1,565,779
Road & Bridge Pct. #2	1,544,993	1,605,900	1,591,393
Road & Bridge Pct. #3	1,415,477	1,549,313	1,751,562
Road & Bridge Pct. #4	1,744,662	1,837,011	2,021,214
Engineering	873,949	903,090	985,864
Parks & Recreation	147,077	162,638	197,532
Service Center	1,267,916	1,296,099	1,307,879
<b>Total Maintenance - Equipment &amp; Structures</b>	<b>\$ 11,500,062</b>	<b>\$ 12,064,242</b>	<b>\$ 13,139,461</b>
<b>Capital Outlay</b>	<b>\$ 896,548</b>	<b>\$ 1,567,401</b>	<b>\$ 2,033,889</b>
<b>Special Purpose Funding</b>			
Contingency Appropriation	\$ -	\$ -	\$ 350,000
Transfers Out	9,382,422	6,435,441	4,876,206
<b>Total Special Purpose Funding</b>	<b>\$ 9,382,422</b>	<b>\$ 6,435,441</b>	<b>\$ 5,226,206</b>
<b>Total General Fund Expenditures</b>	<b>\$ 113,163,205</b>	<b>\$ 115,872,367</b>	<b>\$ 122,481,618</b>

## GENERAL GOVERNMENT

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General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, and Veterans Services.

**Tax Assessor Collector** – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

**Human Resources** – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

**County Auditor** – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

**County Clerk** – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

**County Judge** – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

**Risk Management** – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

**County Treasurer** – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

**Printing** – provides support in the printing of all stationery, court dockets, Comprehensive Annual Financial Report, and the Annual Budget of the County.

**Purchasing Agent** – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

**General Services** – provides accounting control for expenditures of the County that are not allocated to specific departments.

**Management Information Systems (M.I.S.)** – provides all County departments with computer based systems support. This includes analysis of manual and automated procedures and the feasibility of implementing data and word processing systems. M.I.S. is also the interface between departments and users in the operation of systems. The department is responsible for the ongoing evolution of County-wide data systems.

**Voters Registration Department** – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

**Elections Department** – provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

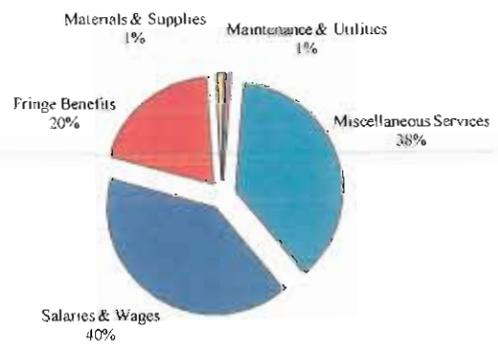
**Veterans Services Office** – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

**GENERAL GOVERNMENT  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2012-2013</u>	<u>ESTIMATED 2013-2014</u>	<u>APPROVED 2014-2015</u>
<b>DEPARTMENTS</b>			
Tax Assessor-Collector	\$ 3,325,861	\$ 3,396,038	\$ 3,668,340
Human Resources	365,501	380,952	430,962
County Auditor	1,356,372	1,324,418	1,415,573
County Clerk	2,017,460	2,088,983	2,167,027
County Judge	764,350	824,983	894,428
Risk Management	227,674	230,733	240,745
County Treasurer	264,005	352,721	375,326
Printing	134,856	150,632	168,274
Purchasing Agent	475,249	506,495	547,371
General Services	9,255,807	9,600,614	9,578,708
Management Information Systems	1,632,499	1,687,094	1,848,984
Voters Registration Department	206,501	241,705	226,010
Elections Department	539,519	970,888	815,383
Veterans Services	260,576	268,462	282,537
<b>Total</b>	<b>\$ 20,826,230</b>	<b>\$ 22,024,718</b>	<b>\$ 22,659,668</b>

**APPROPRIATIONS CATEGORY**

Salaries & Wages	\$ 9,138,097
Fringe Benefits	4,481,604
Materials & Supplies	280,211
Maintenance & Utilities	237,298
Miscellaneous Services	8,522,458
<b>Total</b>	<b>\$ 22,659,668</b>



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Tax Assessor-Collector	1	52	-	-	-	-	-	53
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	15	-	-	-	-	-	15
County Clerk	1	30	-	-	-	-	-	31
County Judge	1	6	-	-	-	-	1	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	3	-	-	-	-	-	4
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	19	-	-	-	-	-	19
Voters Registration Department	-	3	-	-	-	-	-	3
Elections Department	-	4	-	1	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
<b>Total</b>	<b>8</b>	<b>147</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>2</b>	<b>1</b>	<b>160</b>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Tax Assessor-Collector</u>			
Salaries & Wages	\$ 2,177,293	\$ 2,191,392	\$ 2,326,506
Fringe Benefits	934,520	971,764	1,089,998
Materials & Supplies	42,696	43,135	45,500
Maintenance & Utilities	99,162	101,900	106,526
Miscellaneous Services	72,190	87,847	99,810
Total	<u>\$ 3,325,861</u>	<u>\$ 3,396,038</u>	<u>\$ 3,668,340</u>
<u>Human Resources</u>			
Salaries & Wages	\$ 240,165	\$ 248,248	\$ 276,945
Fringe Benefits	97,699	102,950	116,990
Materials & Supplies	1,465	1,787	3,724
Maintenance & Utilities	549	385	1,500
Miscellaneous Services	25,623	27,582	31,803
Total	<u>\$ 365,501</u>	<u>\$ 380,952</u>	<u>\$ 430,962</u>
<u>County Auditor</u>			
Salaries & Wages	\$ 932,590	\$ 904,504	\$ 955,002
Fringe Benefits	353,624	350,740	384,195
Materials & Supplies	7,036	8,220	10,576
Maintenance & Utilities	2,840	2,449	2,700
Miscellaneous Services	60,282	58,505	63,100
Total	<u>\$ 1,356,372</u>	<u>\$ 1,324,418</u>	<u>\$ 1,415,573</u>
<u>County Clerk</u>			
Salaries & Wages	\$ 1,340,214	\$ 1,372,860	\$ 1,410,934
Fringe Benefits	567,294	599,124	632,607
Materials & Supplies	35,969	37,368	35,950
Maintenance & Utilities	22,615	20,286	23,500
Miscellaneous Services	51,368	59,345	64,036
Total	<u>\$ 2,017,460</u>	<u>\$ 2,088,983</u>	<u>\$ 2,167,027</u>
<u>County Judge</u>			
Salaries & Wages	\$ 510,522	\$ 530,108	\$ 540,918
Fringe Benefits	214,531	225,356	239,839
Materials & Supplies	4,812	4,522	4,671
Maintenance & Utilities	487	414	1,850
Miscellaneous Services	33,998	64,583	107,150
Total	<u>\$ 764,350</u>	<u>\$ 824,983</u>	<u>\$ 894,428</u>
<u>Risk Management</u>			
Salaries & Wages	\$ 164,112	\$ 164,856	\$ 170,714
Fringe Benefits	57,170	59,916	63,570
Materials & Supplies	841	700	1,000
Maintenance & Utilities	1,715	1,100	800
Miscellaneous Services	3,836	4,161	4,661
Total	<u>\$ 227,674</u>	<u>\$ 230,733</u>	<u>\$ 240,745</u>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>County Treasurer</u>			
Salaries & Wages	\$ 174,194	\$ 224,268	\$ 232,772
Fringe Benefits	70,167	101,484	107,986
Materials & Supplies	3,349	3,049	3,650
Maintenance & Utilities	10,352	10,253	15,460
Miscellaneous Services	5,943	13,667	15,458
Total	<u>\$ 264,005</u>	<u>\$ 352,721</u>	<u>\$ 375,326</u>
<u>Printing</u>			
Salaries & Wages	\$ 53,979	\$ 56,376	\$ 58,026
Fringe Benefits	24,589	26,256	28,071
Materials & Supplies	27,189	28,000	40,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	29,099	40,000	42,177
Total	<u>\$ 134,856</u>	<u>\$ 150,632</u>	<u>\$ 168,274</u>
<u>Purchasing Agent</u>			
Salaries & Wages	\$ 305,160	\$ 324,924	\$ 340,590
Fringe Benefits	134,526	144,924	154,562
Materials & Supplies	3,292	2,812	3,150
Maintenance & Utilities	1,330	1,156	1,000
Miscellaneous Services	30,941	32,679	48,069
Total	<u>\$ 475,249</u>	<u>\$ 506,495</u>	<u>\$ 547,371</u>
<u>General Services</u>			
Salaries & Wages	\$ 1,183,603	\$ 1,101,372	\$ 999,484
Fringe Benefits	886,517	898,021	882,229
Materials & Supplies	59,747	59,910	60,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	7,125,940	7,541,311	7,636,995
Total	<u>\$ 9,255,807</u>	<u>\$ 9,600,614</u>	<u>\$ 9,578,708</u>
<u>Management Information Systems</u>			
Salaries & Wages	\$ 1,101,925	\$ 1,127,839	\$ 1,222,466
Fringe Benefits	422,202	450,064	504,178
Materials & Supplies	25,814	28,089	30,480
Maintenance & Utilities	60,595	60,046	66,012
Miscellaneous Services	21,963	21,056	25,848
Total	<u>\$ 1,632,499</u>	<u>\$ 1,687,094</u>	<u>\$ 1,848,984</u>
<u>Voters Registration Department</u>			
Salaries & Wages	\$ 136,491	\$ 128,280	\$ 135,296
Fringe Benefits	57,476	60,696	66,414
Materials & Supplies	1,287	4,000	8,500
Maintenance & Utilities	9,887	45,436	12,000
Miscellaneous Services	1,360	3,293	3,800
Total	<u>\$ 206,501</u>	<u>\$ 241,705</u>	<u>\$ 226,010</u>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> 2012-2013	<u>ESTIMATED</u> 2013-2014	<u>APPROVED</u> 2014-2015
<u>Elections Department</u>			
Salaries & Wages	\$ 197,818	\$ 236,244	\$ 290,075
Fringe Benefits	79,539	98,326	120,769
Materials & Supplies	28,761	69,667	32,000
Maintenance & Utilities	2,688	10,000	5,000
Miscellaneous Services	230,713	556,651	367,539
Total	<u>\$ 539,519</u>	<u>\$ 970,888</u>	<u>\$ 815,383</u>
<u>Veterans Services</u>			
Salaries & Wages	\$ 166,702	\$ 169,308	\$ 178,369
Fringe Benefits	79,796	85,092	90,196
Materials & Supplies	1,008	1,097	1,010
Maintenance & Utilities	1,069	946	950
Miscellaneous Services	12,001	12,019	12,012
Total	<u>\$ 260,576</u>	<u>\$ 268,462</u>	<u>\$ 282,537</u>

## JUDICIAL & LAW ENFORCEMENT

Judicial & Law Enforcement includes Pre-Trial Release, District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Juvenile Alternative School, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

**District Attorney** – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

**District Clerk** – duties revolve around the District Courts: specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

**District Courts** – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58<sup>th</sup>, 60<sup>th</sup>, 136<sup>th</sup>, 172<sup>nd</sup>, 252<sup>nd</sup>, 279<sup>th</sup>, and the 317<sup>th</sup>. Elected for a four-year term by the voters of the County.

**Jury** – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

**Justice of the Peace** – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

**County Courts at Law** – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

**Court Master** – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

**Dispute Resolution Center** – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

**Sheriff's Office** – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Juvenile Alternative School** is allocated all expenditures associated with the security of the alternative school. The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

**Community Supervision** – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

**Juvenile Probation and Juvenile Detention Home** – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

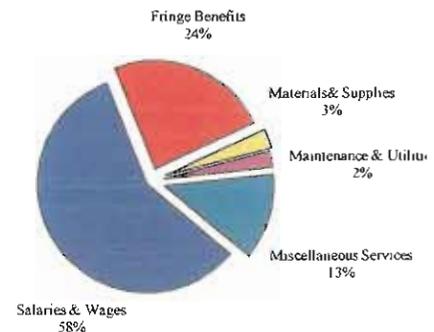
**Constables** – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

**County Morgue** – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

**JUDICIAL & LAW ENFORCEMENT  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b><u>DEPARTMENTS</u></b>			
District Attorney	\$ 5,206,164	\$ 5,459,267	\$ 6,460,869
District Clerk	1,583,022	1,538,519	1,799,632
District Courts	5,038,312	5,009,729	4,934,816
Jury	692,675	741,053	1,086,240
Justice of the Peace	2,198,952	2,243,154	2,482,384
County Courts at Law	1,512,816	1,669,691	1,756,318
Court Master	386,315	472,008	483,603
Dispute Resolution Center	189,642	192,993	254,682
Juvenile Alternative School	316,583	348,681	381,977
Community Supervision	12,313	14,384	10,228
Sheriff	11,141,486	11,864,695	12,859,790
Crime Laboratory	1,119,172	1,168,019	1,320,193
Jail	24,934,874	26,070,391	27,186,288
Juvenile Probation	1,112,736	1,254,796	1,549,640
Juvenile Detention Home	1,755,684	1,808,771	2,042,112
Constables	2,703,193	2,740,229	3,019,898
County Morgue	675,788	747,972	760,000
Total	\$ <u>60,579,727</u>	\$ <u>63,344,352</u>	\$ <u>68,388,670</u>

	<u>APPROVED</u> <u>2014-2015</u>
<b><u>APPROPRIATIONS CATEGORY</u></b>	
Salaries & Wages	\$ 39,545,553
Fringe Benefits	16,442,175
Materials & Supplies	1,990,526
Maintenance & Utilities	1,645,273
Miscellaneous Services	8,765,143
Total	\$ <u>68,388,670</u>



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney		1	24	-	-	-	36	61
District Clerk		1	26	-	-	-	-	27
District Courts		8	18	-	-	-	10	36
Jury		-	1	-	-	-	1	2
Justice of the Peace		7	21	-	-	-	-	28
County Courts at Law		3	9	-	-	-	3	15
Court Master		-	3	-	-	-	1	4
Dispute Resolution Center		-	-	-	-	3	-	3
Juvenile Alternative School		-	-	-	-	-	4	4
Sheriff		1	19	14	-	-	97	131
Crime Laboratory		-	-	11	-	-	-	11
Jail		-	13	2	8	1	239	263
Juvenile Probation		-	3	-	-	15	-	18
Juvenile Detention Home		-	-	19	-	1	-	20
Constables		6	8	-	-	-	14	28
County Morgue		-	-	-	-	-	-	-
Total	27	145	46	8	1	19	405	651

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>District Attorney</u>			
Salaries & Wages	\$ 3,655,091	\$ 3,807,712	\$ 4,435,651
Fringe Benefits	1,386,063	1,466,425	1,754,353
Materials & Supplies	42,314	40,433	73,443
Maintenance & Utilities	17,791	16,165	21,000
Miscellaneous Services	104,905	128,532	176,422
Total	<u>\$ 5,206,164</u>	<u>\$ 5,459,267</u>	<u>\$ 6,460,869</u>
<u>District Clerk</u>			
Salaries & Wages	\$ 1,084,547	\$ 1,038,072	\$ 1,212,038
Fringe Benefits	466,587	467,952	546,560
Materials & Supplies	16,745	18,290	19,000
Maintenance & Utilities	11,929	11,892	16,750
Miscellaneous Services	3,214	2,313	5,284
Total	<u>\$ 1,583,022</u>	<u>\$ 1,538,519</u>	<u>\$ 1,799,632</u>
<u>Criminal District Court</u>			
Salaries & Wages	\$ 246,189	\$ 403,564	\$ 477,263
Fringe Benefits	85,219	140,600	194,778
Materials & Supplies	1,500	6,580	8,055
Maintenance & Utilities	105	85	2,200
Miscellaneous Services	992,502	817,830	826,805
Total	<u>\$ 1,325,515</u>	<u>\$ 1,368,659</u>	<u>\$ 1,509,101</u>
<u>58th District Court</u>			
Salaries & Wages	\$ 186,909	\$ 191,848	\$ 196,016
Fringe Benefits	80,620	87,654	96,542
Materials & Supplies	5,966	3,500	3,500
Maintenance & Utilities	54	47	400
Miscellaneous Services	6,260	6,998	9,228
Total	<u>\$ 279,809</u>	<u>\$ 290,047</u>	<u>\$ 305,686</u>
<u>60th District Court</u>			
Salaries & Wages	\$ 183,442	\$ 189,000	\$ 192,417
Fringe Benefits	74,055	79,848	83,472
Materials & Supplies	530	264	1,750
Maintenance & Utilities	97	129	700
Miscellaneous Services	4,941	5,950	9,385
Total	<u>\$ 263,065</u>	<u>\$ 275,191</u>	<u>\$ 287,724</u>
<u>136th District Court</u>			
Salaries & Wages	\$ 181,199	\$ 186,684	\$ 190,466
Fringe Benefits	82,377	87,288	92,420
Materials & Supplies	104	104	1,074
Maintenance & Utilities	132	125	430
Miscellaneous Services	5,259	5,784	7,816
Total	<u>\$ 269,071</u>	<u>\$ 279,985</u>	<u>\$ 292,206</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>172nd District Court</u>			
Salaries & Wages	\$ 183,760	\$ 190,896	\$ 195,488
Fringe Benefits	71,683	70,872	87,026
Materials & Supplies	157	497	1,180
Maintenance & Utilities	470	370	1,000
Miscellaneous Services	8,036	8,626	10,431
Total	<u>\$ 264,106</u>	<u>\$ 271,261</u>	<u>\$ 295,125</u>
<u>252nd District Court</u>			
Salaries & Wages	\$ 393,964	\$ 251,611	\$ 206,191
Fringe Benefits	155,471	106,560	95,302
Materials & Supplies	4,321	3,933	6,057
Maintenance & Utilities	10,943	10,474	8,628
Miscellaneous Services	1,036,296	1,086,340	842,328
Total	<u>\$ 1,600,995</u>	<u>\$ 1,458,918</u>	<u>\$ 1,158,506</u>
<u>279th District Court</u>			
Salaries & Wages	\$ 147,876	\$ 155,232	\$ 157,876
Fringe Benefits	53,544	57,888	60,288
Materials & Supplies	938	1,278	1,250
Maintenance & Utilities	104	75	250
Miscellaneous Services	152,386	140,748	167,621
Total	<u>\$ 354,848</u>	<u>\$ 355,221</u>	<u>\$ 387,285</u>
<u>317th District Court</u>			
Salaries & Wages	\$ 339,237	\$ 345,168	\$ 355,572
Fringe Benefits	114,693	121,308	139,824
Materials & Supplies	809	1,434	2,000
Maintenance & Utilities	95	127	650
Miscellaneous Services	226,069	242,410	201,137
Total	<u>\$ 680,903</u>	<u>\$ 710,447</u>	<u>\$ 699,183</u>
<u>Jury</u>			
Salaries & Wages	\$ 125,502	\$ 127,584	\$ 130,503
Fringe Benefits	47,989	50,628	53,237
Materials & Supplies	6,173	6,250	18,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	513,011	556,591	884,500
Total	<u>\$ 692,675</u>	<u>\$ 741,053</u>	<u>\$ 1,086,240</u>
<u>J.P. Precinct No. 1 - Place No. 1</u>			
Salaries & Wages	\$ 225,186	\$ 228,384	\$ 238,489
Fringe Benefits	88,208	98,940	103,689
Materials & Supplies	1,614	1,829	3,225
Maintenance & Utilities	1,626	1,694	2,500
Miscellaneous Services	5,711	5,934	7,191
Total	<u>\$ 322,345</u>	<u>\$ 336,781</u>	<u>\$ 355,094</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>J.P. Precinct No. 1 - Place No. 2</u>			
Salaries & Wages	\$ 224,074	\$ 223,032	\$ 236,360
Fringe Benefits	92,432	96,012	102,342
Materials & Supplies	2,273	1,659	2,600
Maintenance & Utilities	1,923	2,068	2,400
Miscellaneous Services	6,043	5,587	5,848
Total	<u>\$ 326,745</u>	<u>\$ 328,358</u>	<u>\$ 349,550</u>
<u>J.P. Precinct No. 2</u>			
Salaries & Wages	\$ 183,640	\$ 188,628	\$ 217,977
Fringe Benefits	82,567	83,208	102,994
Materials & Supplies	2,294	2,726	3,100
Maintenance & Utilities	517	1,117	1,150
Miscellaneous Services	4,806	4,645	5,337
Total	<u>\$ 273,824</u>	<u>\$ 280,324</u>	<u>\$ 330,558</u>
<u>J.P. Precinct No. 4</u>			
Salaries & Wages	\$ 204,341	\$ 217,332	\$ 237,815
Fringe Benefits	87,988	94,824	102,694
Materials & Supplies	974	1,461	4,100
Maintenance & Utilities	2,364	2,378	3,000
Miscellaneous Services	5,259	6,272	7,710
Total	<u>\$ 300,926</u>	<u>\$ 322,267</u>	<u>\$ 355,319</u>
<u>J.P. Precinct No. 6</u>			
Salaries & Wages	\$ 225,773	\$ 241,584	\$ 238,312
Fringe Benefits	98,834	100,284	112,228
Materials & Supplies	4,334	4,146	4,500
Maintenance & Utilities	2,542	2,420	3,100
Miscellaneous Services	6,202	6,196	6,494
Total	<u>\$ 337,685</u>	<u>\$ 354,630</u>	<u>\$ 364,634</u>
<u>J.P. Precinct No. 7</u>			
Salaries & Wages	\$ 220,644	\$ 218,832	\$ 237,022
Fringe Benefits	87,722	90,300	106,674
Materials & Supplies	3,936	4,112	4,834
Maintenance & Utilities	7,289	7,365	8,350
Miscellaneous Services	3,982	3,901	5,390
Total	<u>\$ 323,573</u>	<u>\$ 324,510</u>	<u>\$ 362,270</u>
<u>J.P. Precinct No. 8</u>			
Salaries & Wages	\$ 213,884	\$ 200,952	\$ 239,625
Fringe Benefits	87,080	80,316	107,350
Materials & Supplies	4,655	4,400	6,364
Maintenance & Utilities	3,406	3,569	3,500
Miscellaneous Services	4,829	7,047	8,120
Total	<u>\$ 313,854</u>	<u>\$ 296,284</u>	<u>\$ 364,959</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>County Court at Law #1</u>			
Salaries & Wages	\$ 281,772	\$ 317,508	\$ 327,964
Fringe Benefits	97,305	118,812	127,643
Materials & Supplies	1,339	1,200	2,600
Maintenance & Utilities	351	327	500
Miscellaneous Services	6,956	11,028	15,828
Total	<u>\$ 387,723</u>	<u>\$ 448,875</u>	<u>\$ 474,535</u>
<u>County Court at Law #2</u>			
Salaries & Wages	\$ 391,989	\$ 412,236	\$ 418,931
Fringe Benefits	134,647	147,096	155,157
Materials & Supplies	2,602	2,190	4,400
Maintenance & Utilities	1,000	1,080	1,750
Miscellaneous Services	57,802	67,693	73,517
Total	<u>\$ 588,040</u>	<u>\$ 630,295</u>	<u>\$ 653,755</u>
<u>County Court at Law #3</u>			
Salaries & Wages	\$ 375,643	\$ 388,620	\$ 400,523
Fringe Benefits	131,394	140,819	149,569
Materials & Supplies	1,542	4,050	4,491
Maintenance & Utilities	1,314	1,334	1,750
Miscellaneous Services	27,160	55,698	71,695
Total	<u>\$ 537,053</u>	<u>\$ 590,521</u>	<u>\$ 628,028</u>
<u>Court Master</u>			
Salaries & Wages	\$ 212,987	\$ 216,612	\$ 221,845
Fringe Benefits	89,333	94,128	99,289
Materials & Supplies	1,919	2,000	3,500
Maintenance & Utilities	392	487	850
Miscellaneous Services	81,684	158,781	158,119
Total	<u>\$ 386,315</u>	<u>\$ 472,008</u>	<u>\$ 483,603</u>
<u>Dispute Resolution Center</u>			
Salaries & Wages	\$ 125,392	\$ 128,496	\$ 154,622
Fringe Benefits	42,352	43,536	75,206
Materials & Supplies	2,854	1,185	1,185
Maintenance & Utilities	434	390	1,923
Miscellaneous Services	18,610	19,386	21,746
Total	<u>\$ 189,642</u>	<u>\$ 192,993</u>	<u>\$ 254,682</u>
<u>Juvenile Alternative School</u>			
Salaries & Wages	\$ 221,065	\$ 244,248	\$ 266,626
Fringe Benefits	89,335	98,232	107,851
Materials & Supplies	3,955	3,972	4,000
Maintenance & Utilities	1,485	1,485	1,500
Miscellaneous Services	743	744	2,000
Total	<u>\$ 316,583</u>	<u>\$ 348,681</u>	<u>\$ 381,977</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Community Supervision</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	5,690	7,900	3,605
Maintenance & Utilities	1,000	861	1,000
Miscellaneous Services	5,623	5,623	5,623
Total	<u>\$ 12,313</u>	<u>\$ 14,384</u>	<u>\$ 10,228</u>
<u>Sheriff</u>			
Salaries & Wages	\$ 7,723,808	\$ 8,103,144	\$ 8,646,141
Fringe Benefits	2,928,206	3,201,700	3,538,130
Materials & Supplies	151,600	187,264	246,832
Maintenance & Utilities	102,033	108,900	120,450
Miscellaneous Services	235,839	263,687	308,237
Total	<u>\$ 11,141,486</u>	<u>\$ 11,864,695</u>	<u>\$ 12,859,790</u>
<u>Crime Laboratory</u>			
Salaries & Wages	\$ 718,493	\$ 735,804	\$ 840,204
Fringe Benefits	256,804	273,000	315,334
Materials & Supplies	56,638	58,137	58,000
Maintenance & Utilities	8,499	8,538	8,500
Miscellaneous Services	78,738	92,540	98,155
Total	<u>\$ 1,119,172</u>	<u>\$ 1,168,019</u>	<u>\$ 1,320,193</u>
<u>Jail</u>			
Salaries & Wages	\$ 13,418,741	\$ 14,136,099	\$ 14,622,120
Fringe Benefits	5,276,771	5,750,208	6,182,768
Materials & Supplies	1,245,694	1,273,572	1,330,500
Maintenance & Utilities	1,123,939	1,169,248	1,207,400
Miscellaneous Services	3,869,729	3,741,264	3,843,500
Total	<u>\$ 24,934,874</u>	<u>\$ 26,070,391</u>	<u>\$ 27,186,288</u>
<u>Juvenile Probation</u>			
Salaries & Wages	\$ 699,302	\$ 815,556	\$ 995,960
Fringe Benefits	351,924	375,972	437,982
Materials & Supplies	9,275	9,037	9,827
Maintenance & Utilities	3,313	3,035	6,467
Miscellaneous Services	48,922	51,196	99,404
Total	<u>\$ 1,112,736</u>	<u>\$ 1,254,796</u>	<u>\$ 1,549,640</u>
<u>Juvenile Detention Home</u>			
Salaries & Wages	\$ 1,023,067	\$ 1,044,284	\$ 1,188,361
Fringe Benefits	401,965	423,188	491,449
Materials & Supplies	107,255	100,986	106,547
Maintenance & Utilities	173,526	188,218	191,100
Miscellaneous Services	49,871	52,095	64,655
Total	<u>\$ 1,755,684</u>	<u>\$ 1,808,771</u>	<u>\$ 2,042,112</u>

JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY

	ACTUAL 2012-2013	ESTIMATED 2013-2014	APPROVED 2014-2015
<u>Constable Precinct No. 1</u>			
Salaries & Wages	\$ 477,437	\$ 439,992	\$ 507,843
Fringe Benefits	163,498	179,388	207,402
Materials & Supplies	17,349	18,136	12,362
Maintenance & Utilities	3,808	4,022	6,075
Miscellaneous Services	18,487	18,619	17,951
Total	<u>\$ 680,579</u>	<u>\$ 660,157</u>	<u>\$ 751,633</u>
<u>Constable Precinct No. 2</u>			
Salaries & Wages	\$ 278,849	\$ 278,940	\$ 297,497
Fringe Benefits	105,653	112,956	122,167
Materials & Supplies	3,814	4,069	8,170
Maintenance & Utilities	367	450	600
Miscellaneous Services	4,080	6,259	6,295
Total	<u>\$ 392,763</u>	<u>\$ 402,674</u>	<u>\$ 434,729</u>
<u>Constable Precinct No. 4</u>			
Salaries & Wages	\$ 261,025	\$ 273,468	\$ 291,052
Fringe Benefits	104,083	111,864	120,524
Materials & Supplies	8,278	4,012	4,925
Maintenance & Utilities	798	733	1,350
Miscellaneous Services	5,834	8,572	9,016
Total	<u>\$ 380,018</u>	<u>\$ 398,649</u>	<u>\$ 426,867</u>
<u>Constable Precinct No. 6</u>			
Salaries & Wages	\$ 324,027	\$ 329,220	\$ 380,095
Fringe Benefits	124,199	131,484	149,552
Materials & Supplies	12,939	12,936	13,100
Maintenance & Utilities	3,807	3,504	3,000
Miscellaneous Services	18,610	11,834	14,429
Total	<u>\$ 483,582</u>	<u>\$ 488,978</u>	<u>\$ 560,176</u>
<u>Constable Precinct No. 7</u>			
Salaries & Wages	\$ 282,992	\$ 287,856	\$ 298,972
Fringe Benefits	90,018	99,348	117,039
Materials & Supplies	1,948	2,170	2,700
Maintenance & Utilities	623	618	1,250
Miscellaneous Services	3,423	5,824	6,024
Total	<u>\$ 379,004</u>	<u>\$ 395,816</u>	<u>\$ 425,985</u>
<u>Constable Precinct No. 8</u>			
Salaries & Wages	\$ 275,202	\$ 280,032	\$ 291,716
Fringe Benefits	97,089	97,596	103,340
Materials & Supplies	4,651	4,613	9,750
Maintenance & Utilities	2,792	2,178	3,800
Miscellaneous Services	7,513	9,536	11,902
Total	<u>\$ 387,247</u>	<u>\$ 393,955</u>	<u>\$ 420,508</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>County Morgue</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	6,411	5,249	10,000
Miscellaneous Services	<u>669,377</u>	<u>742,723</u>	<u>750,000</u>
Total	<u>\$ 675,788</u>	<u>\$ 747,972</u>	<u>\$ 760,000</u>

## EDUCATION & RECREATION

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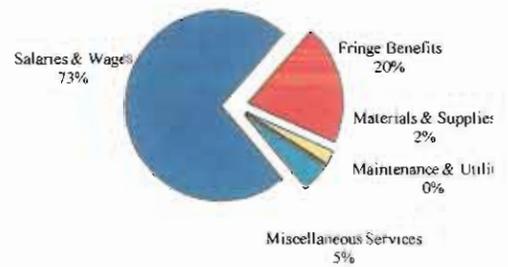
Education and Recreation includes the Agricultural Extension Service of the County.

**Agricultural Extension Service** – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the 4 areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

**EDUCATION & RECREATION  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b><u>DEPARTMENTS</u></b>			
Agricultural Extension Service	\$ 339,621	\$ 371,383	\$ 402,359
Total	\$ <u>339,621</u>	\$ <u>371,383</u>	\$ <u>402,359</u>

	<u>APPROVED</u> <u>2014-2015</u>
<b><u>APPROPRIATIONS CATEGORY</u></b>	
Salaries & Wages	\$ 291,738
Fringe Benefits	81,895
Materials & Supplies	9,274
Maintenance & Utilities	835
Miscellaneous Services	<u>18,617</u>
Total	\$ <u>402,359</u>



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Agricultural Extension Service	-	3	-	-	-	-	4	7
Total	-	<u>3</u>	-	-	-	-	<u>4</u>	<u>7</u>

**EDUCATION & RECREATION  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Agriculture Extension Service</u>			
Salaries & Wages	\$ 247,138	\$ 273,192	\$ 291,738
Fringe Benefits	69,228	74,628	81,895
Materials & Supplies	7,647	6,833	9,274
Maintenance & Utilities	403	586	835
Miscellaneous Services	15,205	16,144	18,617
Total	<u>\$ 339,621</u>	<u>\$ 371,383</u>	<u>\$ 402,359</u>

## HEALTH & WELFARE

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Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

**Health & Welfare Units 1 & 2** – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

**Nurse Practitioner** – responsible for the County's in-house employee health care program. The Nurse Practitioner's primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

**Child Welfare** – represents allocated expenditures that are associated with the County's support of the child protective services of the State of Texas.

**Environmental Control** – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

**Indigent Medical Service** – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

**Mosquito Control** – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

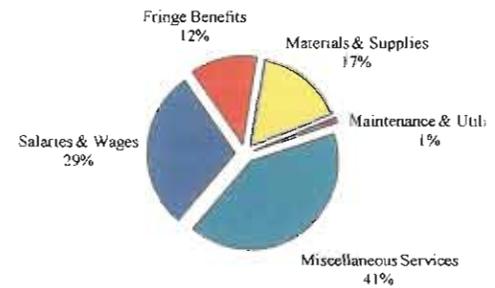
**Emergency Management** – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

**Tobacco Settlement** – represents expenditures for special indigent health related services using tobacco settlement proceeds.

**HEALTH & WELFARE  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> 2012-2013	<u>ESTIMATED</u> 2013-2014	<u>APPROVED</u> 2014-2015
<b><u>DEPARTMENTS</u></b>			
Health & Welfare Unit 1	\$ 1,061,375	\$ 1,086,262	\$ 1,257,858
Health & Welfare Unit 2	1,042,945	1,074,176	1,208,834
Nurse Practitioner	299,667	303,976	299,070
Child Welfare	145,736	136,288	153,900
Environmental Control	335,885	344,960	375,848
Indigent Medical Service	4,588,916	4,877,533	4,897,891
Mosquito Control	1,923,826	1,987,745	2,163,276
Emergency Management	190,245	203,890	224,688
Tobacco Settlement	50,000	50,000	50,000
<b>Total</b>	<b>\$ 9,638,595</b>	<b>\$ 10,064,830</b>	<b>\$ 10,631,365</b>

	<u>APPROVED</u> 2014-2015
<b><u>APPROPRIATIONS CATEGORY</u></b>	
Salaries & Wages	\$ 3,102,551
Fringe Benefits	1,292,533
Materials & Supplies	1,751,267
Maintenance & Utilities	101,909
Miscellaneous Services	4,383,105
<b>Total</b>	<b>\$ 10,631,365</b>



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Health & Welfare Unit 1	-	3	-	1	5	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	-	-	-	3	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Indigent Medical Services	-	-	-	-	1	-	-	1
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>10</b>	<b>1</b>	<b>15</b>	<b>15</b>	<b>8</b>	<b>1</b>	<b>50</b>

**HEALTH & WELFARE  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Health &amp; Welfare Unit 1</u>			
Salaries & Wages	\$ 595,814	\$ 590,028	\$ 684,878
Fringe Benefits	232,303	236,622	292,030
Materials & Supplies	7,479	20,898	31,100
Maintenance & Utilities	5,831	4,820	6,800
Miscellaneous Services	219,948	233,894	243,050
Total	<u>\$ 1,061,375</u>	<u>\$ 1,086,262</u>	<u>\$ 1,257,858</u>
<u>Health &amp; Welfare Unit 2</u>			
Salaries & Wages	\$ 605,710	\$ 620,064	\$ 676,379
Fringe Benefits	248,148	270,930	309,755
Materials & Supplies	14,352	16,441	22,442
Maintenance & Utilities	4,901	4,675	5,909
Miscellaneous Services	169,834	162,066	194,349
Total	<u>\$ 1,042,945</u>	<u>\$ 1,074,176</u>	<u>\$ 1,208,834</u>
<u>Nurse Practitioner</u>			
Salaries & Wages	\$ 193,297	\$ 196,512	\$ 184,451
Fringe Benefits	71,751	72,792	71,235
Materials & Supplies	19,076	18,096	23,012
Maintenance & Utilities	-	190	350
Miscellaneous Services	15,543	16,386	20,022
Total	<u>\$ 299,667</u>	<u>\$ 303,976</u>	<u>\$ 299,070</u>
<u>Child Welfare</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	145,736	136,288	153,900
Total	<u>\$ 145,736</u>	<u>\$ 136,288</u>	<u>\$ 153,900</u>
<u>Environmental Control</u>			
Salaries & Wages	\$ 225,224	\$ 226,356	\$ 240,569
Fringe Benefits	100,833	109,032	118,335
Materials & Supplies	2,119	1,755	3,250
Maintenance & Utilities	1,833	2,083	2,600
Miscellaneous Services	5,876	5,734	11,094
Total	<u>\$ 335,885</u>	<u>\$ 344,960</u>	<u>\$ 375,848</u>
<u>Indigent Medical Service</u>			
Salaries & Wages	\$ 237,954	\$ 269,412	\$ 277,783
Fringe Benefits	65,669	72,960	77,071
Materials & Supplies	765,103	855,161	860,963
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,520,190	3,680,000	3,682,074
Total	<u>\$ 4,588,916</u>	<u>\$ 4,877,533</u>	<u>\$ 4,897,891</u>

**HEALTH & WELFARE  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Mosquito Control</u>			
Salaries & Wages	\$ 773,977	\$ 817,040	\$ 880,033
Fringe Benefits	299,900	324,128	358,727
Materials & Supplies	759,243	751,874	810,200
Maintenance & Utilities	64,570	68,714	86,050
Miscellaneous Services	26,136	25,989	28,266
Total	<u>\$ 1,923,826</u>	<u>\$ 1,987,745</u>	<u>\$ 2,163,276</u>
<u>Emergency Management</u>			
Salaries & Wages	\$ 144,050	\$ 153,336	\$ 158,458
Fringe Benefits	45,945	50,304	65,380
Materials & Supplies	-	-	300
Maintenance & Utilities	-	-	200
Miscellaneous Services	250	250	350
Total	<u>\$ 190,245</u>	<u>\$ 203,890</u>	<u>\$ 224,688</u>
<u>Tobacco Settlement</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	50,000	50,000	50,000
Total	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>

## **MAINTENANCE – EQUIPMENT & STRUCTURES**

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Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, and Service Center.

**Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings** – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County’s buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County’s internal telephone system.

**Road & Bridge Precincts** – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners’ Court.

**Engineering** – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

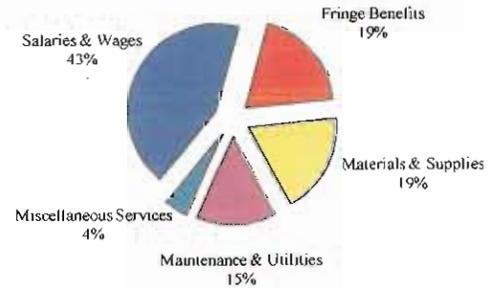
**Parks and Recreation** – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

**Service Center** – represents expenditures associated with maintenance of all County owned vehicles.

**MAINTENANCE - EQUIPMENT & STRUCTURES  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b>DEPARTMENTS</b>			
Courthouse & Annexes	\$ 2,354,996	\$ 2,431,568	\$ 2,754,648
Port Arthur Buildings	578,375	608,181	746,362
Mid-County Buildings	181,829	183,399	217,228
Road & Bridge Pct. #1	1,390,788	1,487,043	1,565,779
Road & Bridge Pct. #2	1,544,993	1,605,900	1,591,393
Road & Bridge Pct. #3	1,415,477	1,549,313	1,751,562
Road & Bridge Pct. #4	1,744,662	1,837,011	2,021,214
Engineering	873,949	903,090	985,864
Parks & Recreation	147,077	162,638	197,532
Service Center	1,267,916	1,296,099	1,307,879
<b>Total</b>	<b>\$ 11,500,062</b>	<b>\$ 12,064,242</b>	<b>\$ 13,139,461</b>

	<u>APPROVED</u> <u>2014-2015</u>
<b>APPROPRIATIONS CATEGORY</b>	
Salaries & Wages	\$ 5,669,130
Fringe Benefits	2,511,502
Materials & Supplies	2,448,781
Maintenance & Utilities	1,932,333
Miscellaneous Services	577,715
<b>Total</b>	<b>\$ 13,139,461</b>



**PERSONNEL SUMMARY**

	Clerical,		Law	Labor, Trades	Nursing &	Human &	Other	TOTAL
	Elected	Administrative						
	Official	& Fiscal	Enforcement	& Maintenance	Public Health	Social Services	Un-Classified or Contract	
Courthouse & Annexes	-	2	-	13	-	-	-	15
Port Arthur Buildings	-	1	-	7	-	-	-	8
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pct. #1	1	1	-	12	-	-	-	14
Road & Bridge Pct. #2	1	1	-	14	-	-	-	16
Road & Bridge Pct. #3	1	1	-	13	-	-	-	15
Road & Bridge Pct. #4	1	2	-	14	-	-	1	18
Engineering	-	2	-	8	-	-	-	10
Parks & Recreation	-	-	-	-	-	-	-	-
Service Center	-	-	-	4	-	-	-	4
<b>Total</b>	<b>4</b>	<b>10</b>	<b>-</b>	<b>86</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>101</b>

**MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Courthouse &amp; Annexes</u>			
Salaries & Wages	\$ 637,855	\$ 595,380	\$ 748,413
Fringe Benefits	261,191	253,428	332,018
Materials & Supplies	81,507	83,322	106,450
Maintenance & Utilities	1,046,226	1,163,524	1,218,681
Miscellaneous Services	328,217	335,914	349,086
Total	<u>\$ 2,354,996</u>	<u>\$ 2,431,568</u>	<u>\$ 2,754,648</u>
<u>Port Arthur Buildings</u>			
Salaries & Wages	\$ 279,621	\$ 297,444	\$ 385,439
Fringe Benefits	113,840	129,636	169,717
Materials & Supplies	11,793	15,897	13,076
Maintenance & Utilities	131,580	128,567	128,630
Miscellaneous Services	41,541	36,637	49,500
Total	<u>\$ 578,375</u>	<u>\$ 608,181</u>	<u>\$ 746,362</u>
<u>Mid-County Buildings</u>			
Salaries & Wages	\$ 64,789	\$ 62,256	\$ 72,212
Fringe Benefits	27,331	27,876	31,416
Materials & Supplies	3,963	2,719	5,000
Maintenance & Utilities	54,616	62,443	75,000
Miscellaneous Services	31,130	28,105	33,600
Total	<u>\$ 181,829</u>	<u>\$ 183,399</u>	<u>\$ 217,228</u>
<u>Road &amp; Bridge Pct. #1</u>			
Salaries & Wages	\$ 701,194	\$ 739,260	\$ 786,636
Fringe Benefits	286,664	323,004	347,893
Materials & Supplies	323,434	335,013	334,700
Maintenance & Utilities	64,668	75,161	80,450
Miscellaneous Services	14,828	14,605	16,100
Total	<u>\$ 1,390,788</u>	<u>\$ 1,487,043</u>	<u>\$ 1,565,779</u>
<u>Road &amp; Bridge Pct. #2</u>			
Salaries & Wages	\$ 829,958	\$ 883,572	\$ 907,637
Fringe Benefits	343,015	372,840	404,244
Materials & Supplies	280,117	284,621	199,750
Maintenance & Utilities	77,978	53,468	66,262
Miscellaneous Services	13,925	11,399	13,500
Total	<u>\$ 1,544,993</u>	<u>\$ 1,605,900</u>	<u>\$ 1,591,393</u>
<u>Road &amp; Bridge Pct. #3</u>			
Salaries & Wages	\$ 751,627	\$ 786,972	\$ 847,117
Fringe Benefits	325,225	351,704	398,435
Materials & Supplies	263,182	329,857	396,300
Maintenance & Utilities	65,785	70,300	91,210
Miscellaneous Services	9,658	10,480	18,500
Total	<u>\$ 1,415,477</u>	<u>\$ 1,549,313</u>	<u>\$ 1,751,562</u>

**MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Road &amp; Bridge Pct. #4</u>			
Salaries & Wages	\$ 855,493	\$ 906,792	\$ 1,028,137
Fringe Benefits	349,561	395,316	454,777
Materials & Supplies	389,558	417,978	415,700
Maintenance & Utilities	118,877	91,137	85,250
Miscellaneous Services	31,173	25,788	37,350
Total	<u>\$ 1,744,662</u>	<u>\$ 1,837,011</u>	<u>\$ 2,021,214</u>
<u>Engineering</u>			
Salaries & Wages	\$ 596,147	\$ 612,732	\$ 645,695
Fringe Benefits	235,873	249,684	277,926
Materials & Supplies	29,220	25,281	36,055
Maintenance & Utilities	2,126	1,760	2,730
Miscellaneous Services	10,583	13,633	23,458
Total	<u>\$ 873,949</u>	<u>\$ 903,090</u>	<u>\$ 985,864</u>
<u>Parks &amp; Recreation</u>			
Salaries & Wages	\$ 58,037	\$ 60,589	\$ 38,206
Fringe Benefits	17,581	18,073	9,647
Materials & Supplies	19,782	31,339	63,650
Maintenance & Utilities	42,541	40,275	60,400
Miscellaneous Services	9,136	12,362	25,629
Total	<u>\$ 147,077</u>	<u>\$ 162,638</u>	<u>\$ 197,532</u>
<u>Service Center</u>			
Salaries & Wages	\$ 193,470	\$ 202,428	\$ 209,638
Fringe Benefits	68,740	80,940	85,429
Materials & Supplies	872,517	864,639	878,100
Maintenance & Utilities	120,401	138,079	123,720
Miscellaneous Services	12,788	10,013	10,992
Total	<u>\$ 1,267,916</u>	<u>\$ 1,296,099</u>	<u>\$ 1,307,879</u>

## CAPITAL OUTLAY

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Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

**CAPITAL OUTLAY  
DEPARTMENT SUMMARY**

	ACTUAL 2012-2013	ESTIMATED 2013-2014	APPROVED 2014-2015
<b>DEPARTMENTS</b>			
Tax Assessor-Collector	\$ 1,187	\$ 21,914	\$ -
Human Resources	5,777	1,400	-
County Auditor	7,399	7,500	6,000
County Clerk	-	50,000	50,000
County Judge	2,109	-	-
Risk Management	4,368	-	-
County Treasurer	-	-	3,000
Printing	-	-	-
Purchasing Agent	2,889	-	-
General Services	-	60,000	60,000
Management Information Systems	142,882	145,610	227,260
Voters Registration Department	-	-	-
Elections Department	-	-	-
Veterans Services	-	-	-
District Attorney	-	36,000	21,000
District Clerk	-	-	-
District Courts	2,882	1,500	1,500
Jury Fund	-	-	-
Justice of the Peace	-	-	-
County Courts at Law	1,399	9,473	7,500
Court Master	-	-	-
Dispute Resolution Center	-	-	-
Juvenile Alternative School	-	-	-
Community Supervision	32,329	32,355	4,500
Sheriff	316,473	377,787	310,000
Crime Laboratory	-	-	149,500
Jail	14,228	98,189	334,066
Juvenile Probation	-	-	52,800
Juvenile Detention Home	6,585	-	-
Constables	17,189	150,882	134,718
County Morgue	-	-	-
Agricultural Extension Service	2,550	1,525	1,800
Health & Welfare Unit 1	-	4,800	50,736
Health & Welfare Unit 2	-	4,800	47,736
Nurse Practitioner	-	-	-
Environmental Control	-	-	32,273
Indigent Medical Services	-	3,860	3,000
Emergency Management	-	-	-
Mosquito Control	71,324	4,416	26,000
Courthouse & Annexes	-	-	-
Port Arthur Buildings	-	-	-
Mid-County Buildings	-	-	15,000
Road & Bridge Pct. #1	32,447	79,348	78,500
Road & Bridge Pct. #2	-	170,000	264,000
Road & Bridge Pct. #3	88,953	144,468	-
Road & Bridge Pct. #4	111,080	136,000	153,000
Engineering	6,366	25,574	-
Parks & Recreation	24,646	-	-
Service Center	1,486	-	-
<b>Total Capital Outlay</b>	<b>\$ 896,548</b>	<b>\$ 1,567,401</b>	<b>\$ 2,033,889</b>

CAPITAL OUTLAY  
DIVISION SUMMARY

<u>County Auditor</u>			
120-1013-415-60-02	3 - DESKTOP COMPUTERS	\$ 4,500	
120-1013-415-60-02	1 - TABLET	1,500	
			\$ 6,000
<u>County Clerk</u>			
120-1014-415-60-01	RESTORATION OF PLATS - PHASE TWO	50,000	
			50,000
<u>Treasurer Office</u>			
120-1017-415-60-02	2 - DESKTOP COMPUTERS	3,000	
			3,000
<u>General Services</u>			
120-1024-419.60-35	VIDEO CONFERENCE EQUIPMENT	60,000	
			60,000
<u>Management Information Systems</u>			
120-1025-415-60-02	CORE SWITCH - UPGRADE TO 10GB SWITCH - REPLACE	68,900	
120-1025-415-60-02	SERVERS - REPLACEMENT SERVERS FOR TELEPHONE SYSTEM	25,000	
120-1025-415-60-02	SAN SUPPORT/MAINTENANCE - RENEWAL	8,400	
120-1025-415-60-02	LAPTOP - HIGHEND	2,245	
120-1025-415-60-02	4 - DESKTOP COMPUTERS	6,000	
120-1025-415-60-02	POWER EDGE 2950 SUPPORT RENEWAL - HARDWARE SUPPORT	2,250	
120-1025-415-60-02	POWER EDGE R610 SUPPORT RENEWAL - HARDWARE SUPPORT	3,000	
120-1025-415-60-02	2 - ALCATEL SWITCHES	5,000	
120-1025-415-60-02	WIRELESS ACCESS POINTS - NEW	2,000	
120-1025-415-60-02	2 - CISCO VOIP 2801 ROUTERS - NEW	5,060	
120-1025-415-60-02	1 - CISCO VOIP 3560-48 SWITCHES - NEW	4,120	
120-1025-415-60-02	WINDOWS 7 UPGRADES - RAM MEMORY - NEW	3,750	
120-1025-415-60-53	MICRO FOCUS (RUMBA) SITE LICENSE RENEWAL	1,300	
120-1025-415-60-53	HAWKEYE PATHFINDER - RENEW	650	
120-1025-415-60-53	NORTON ANTIVIRUS - 1000 LICENSED USERS - RENEW	18,000	
120-1025-415-60-53	LNOMA GOANYWHERE MAINTENANCE - RENEW	1,200	
120-1025-415-60-53	PREMIUM IMAIL ANTIVIRUS - RENEW	2,500	
120-1025-415-60-53	WATCHGUARD XTM1050 FIREWALL SW SUITE - RENEW	9,500	
120-1025-415-60-53	WINDOWS SERVER 2012 DATA CENTER - RENEW	1,600	
120-1025-415-60-53	4 - VNMARE VSPHERE ENTERPRISE LICENSES - RENEW	3,220	
120-1025-415-60-53	VNMARE VCENTER ENTERPRISE LICENSES - RENEW	1,400	
120-1025-415-60-53	SSL CERTIFICATE - RENEW	1,300	
120-1025-415-60-53	2 - SPOTLIGHT ON SQL SERVER ENTERPRISE - RENEW	3,840	
120-1025-415-60-53	PRE-ZIP ADDRESS VERIFICATION - RENEW	2,500	
120-1025-415-60-53	NORTON GHOST/ALTRIS LICENSES - 500 - RENEW	2,000	
120-1025-415-60-53	BACKUP EXEC SUPPORT/UPDATES - RENEW	1,300	
120-1025-415-60-53	SOLARWINDS SUPPORT/UPDATES - RENEW	800	
120-1025-415-60-53	PITNEY-BOWES ADDRESS VERIFICATION - RENEW	2,500	
120-1025-415-60-53	MS WINDOWS SERVER 2012 UPGRADES - NEW	22,300	
120-1025-415-60-53	RATIONAL DEVELOPER FOR WEBSHERE - RENEW	650	
120-1025-415-60-53	MS VISUAL STUDIO - RENEW	1,400	
120-1025-415-60-53	PASSPORT ADVANTAGE - RENEW	625	
120-1025-415-60-53	PEERNET TIFF IMAGE PRINTER SOFTWARE - SERVER-RENEW	850	
120-1025-415-60-53	WINDOWS 7 UPGRADE SOFTWARE - UPGRADE WINDOWS XP OS TO WINDOWS 7 - NEW	12,100	
			227,260
<u>District Attorney</u>			
120-2030-412-60-02	14 - COMPUTERS	21,000	
			21,000
<u>136th District Court</u>			
120-2035-412-60-02	1 - DESKTOP COMPUTER FOR CHAMBERS	1,500	
			1,500
<u>County Court at Law #3</u>			
120-2053-412-60-02	5 - DESKTOP COMPUTERS	7,500	
			7,500
<u>Community Supervision</u>			
120-3058-424-60-02	3 - TABLETS	4,500	
			4,500

CAPITAL OUTLAY  
DIVISION SUMMARY

<u>Sheriff's Office</u>		
120-3059-421-60-02	7 - DESKTOP COMPUTERS	10,000
120-3059-421-60-07	7 - POLICE PACKAGE UNITS - TAHOE	224,000
120-3059-421-60-07	2 - POLICE PACKAGE UNMARK UNITS - TAURUS	44,000
120-3059-421-60-07	1 - POLICE PACKAGE UNMARK UNITS - TAHOE	32,000
		310,000
<u>Crime Laboratory</u>		
120-3060-421-60-02	1 - DESKTOP COMPUTER	1,500
120-3060-421-60-02	4 - TABLETS FOR ISO DOCUMENT CONTROL COMPLIANCE	3,000
120-3060-421-60-07	1 - VAN	30,000
120-3060-421-60-20	1 - GAS CHROMATOGRAPH-MASS SPECTROMETER	115,000
		149,500
<u>Jail</u>		
120-3062-423-60-02	16 - DESKTOP COMPUTERS	24,000
120-3062-423-60-07	1 - SUPER DUTY VAN	30,000
120-3062-423-60-07	1 - FORD EXPEDITION	30,000
120-3062-423-60-13	4 - AIR HANDLER UNITS	83,297
120-3062-423-60-18	1 - DIESEL MOWERS	12,800
120-3062-423-60-18	1 - STATIONARY KETTLE	14,469
120-3062-423-60-18	UPGRADE PRIMARY NAVIGATION/COMMUNICATION RADIO - MU2 AIRPLANE	139,500
		334,066
<u>Juvenile Probation</u>		
120-3063-424-60-07	2 - EIGHT PASSENGER VANS	52,800
		52,800
<u>Constable Pct 1</u>		
120-3065-425-60-02	3 - COMPUTERS	4,500
120-3065-425-60-02	1 - FORD EXPLORER POLICE PACKAGE VEHICLE WITH EQUIPMENT	28,218
		32,718
<u>Constable Pct 2</u>		
120-3066-425-60-07	1 - POLICE PACKAGE VEHICLE	30,000
		30,000
<u>Constable Pct. 6</u>		
120-3070-425-60-02	6 - DESKTOP COMPUTERS	9,000
		9,000
<u>Constable Pct. 7</u>		
120-3071-425-60-07	1 - POLICE PACKAGE TAHOE	30,000
		30,000
<u>Constable Pct. 8</u>		
120-3072-425-60-02	2 - DESKTOP COMPUTERS	3,000
120-3072-425-60-07	1 - POLICE PACKAGE VEHICLE AND ACCESSORIES	30,000
		33,000
<u>Agriculture Extension Services</u>		
120-4071-461-60-02	3 - DESKTOP COMPUTERS - COST SHARE	1,800
		1,800
<u>Health &amp; Welfare I</u>		
120-5074-441-60-02	17 - DESKTOP COMPUTERS	25,500
120-5074-441-60-07	1 - EIGHT PASSENGER VAN	25,236
		50,736
<u>Health &amp; Welfare II</u>		
120-5075-441-60-02	15 - DESKTOP COMPUTERS	22,500
120-5075-441-60-07	1 - EIGHT PASSENGER VAN	25,236
		47,736
<u>Environmental Control</u>		
120-5078-446-60-02	5 - DESKTOP COMPUTERS	7,500
120-5078-446-60-07	1 - F150 TRUCK	24,773
		32,273

CAPITAL OUTLAY  
DIVISION SUMMARY

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Indigent Medical Services

120-5079-442-60-02 2 - DESKTOP COMPUTERS	3,000	
		3,000

Mosquito Control

124-5081-448-60-42 1 - 1/2 TON PICKUP WITH DUEL DRIVE CONVERSION	26,000	
		26,000

Mid-County Buildings

120-6085-416-60-13 3 - A/C UNITS	15,000	
		15,000

Road & Bridge Pct. #1

111-0109-431-60-42 1 - F750 FOD DUMP TRUCK	78,500	
		78,500

Road & Bridge Pct. #2

112-0208-431-60-14 2600 SQ FOOT METAL BUILDING	25,000	
112-0208-431-60-14 PCT 2 SERVICE CENTER PARKING LOT	69,000	
112-0209-431-60-11 1- 60" & 1 - 48" X-MARK MOWER	20,000	
112-0209-431-60-11 2 - F-750 DUMP TRUCKS	150,000	
		264,000

Road & Bridge Pct. #4

114-0409-431-60-02 2 - COMPUTERS	3,000	
114-0409-431-60-11 1 - ASPHALT POTHOLE PATCHER	64,700	
114-0409-431-60-11 1 - FREIGHTLINER 114SD CONVENTIONAL CHASSIS SET BACK AXLE - TRUCK	85,300	
		153,000

Total Capital Outlay

	\$	2,033,889
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## **SPECIAL PURPOSE FUNDING**

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Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.

SPECIAL PURPOSE FUNDING  
DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>DEPARTMENTS</u>			
Contingency Appropriation			
General Fund	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>  350,000</u>
Total Contingency Appropriation	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>  350,000</u>
Transfers Out			
General Fund	\$ <u>  9,382,422</u>	\$ <u>  6,435,441</u>	\$ <u>  4,876,206</u>
Total Transfers Out	\$ <u>  9,382,422</u>	\$ <u>  6,435,441</u>	\$ <u>  4,876,206</u>

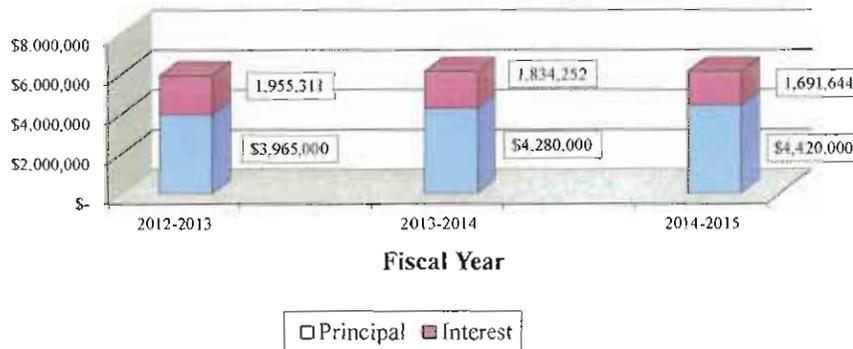


# DEBT SERVICE

**DEBT SERVICE FUND  
SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL 2012-2013</u>	<u>ESTIMATED 2013-2014</u>	<u>APPROVED 2014-2015</u>
<b>REVENUES</b>			
Property Taxes	\$ 6,112,782	\$ 5,970,741	\$ 5,992,867
Interest	10,908	10,899	8,865
Total Revenues	<u>\$ 6,123,690</u>	<u>\$ 5,981,640</u>	<u>\$ 6,001,732</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ -	\$ 11,423	\$ -
Total Other Sources	<u>\$ -</u>	<u>\$ 11,423</u>	<u>\$ -</u>
Total Revenues & Other Sources	<u>\$ 6,123,690</u>	<u>\$ 5,993,063</u>	<u>\$ 6,001,732</u>
<b>EXPENDITURES</b>			
Principal Payments	\$ 3,965,000	\$ 4,280,000	\$ 4,420,000
Interest Payments	1,955,311	1,834,252	1,691,644
Transaction Fees	5,225	4,855	12,000
Total Expenditures	<u>\$ 5,925,536</u>	<u>\$ 6,119,107</u>	<u>\$ 6,123,644</u>
<b>OTHER USES</b>			
Transfers Out	\$ -	\$ 11,423	\$ -
Total Other Uses	<u>\$ -</u>	<u>\$ 11,423</u>	<u>\$ -</u>
Total Appropriations	<u>\$ 5,925,536</u>	<u>\$ 6,130,530</u>	<u>\$ 6,123,644</u>
<b>BEGINNING FUND BALANCE</b>	<u>\$ 872,860</u>	<u>\$ 1,071,014</u>	<u>\$ 933,547</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 1,071,014</u>	<u>\$ 933,547</u>	<u>\$ 811,635</u>
<b>RESERVED FOR DEBT SERVICE</b>	<u>\$ 1,071,014</u>	<u>\$ 933,547</u>	<u>\$ 811,635</u>

## Principal & Interest Payments



**DEBT SERVICE FUND**  
**SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS**

<u>FISCAL YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2015	\$ 4,420,000	\$ 1,691,644	\$ 6,111,644
2016	4,590,000	1,534,121	6,124,121
2017	4,690,000	1,410,930	6,100,930
2018	3,640,000	1,264,257	4,904,257
2019	3,450,000	1,158,000	4,608,000
2020	3,620,000	1,020,000	4,640,000
2021	3,745,000	857,700	4,602,700
2022	3,965,000	670,450	4,635,450
2023	4,170,000	472,200	4,642,200
2024	4,325,000	263,700	4,588,700
2025	4,465,000	133,950	4,598,950
	<u>\$ 45,080,000</u>	<u>\$ 10,476,952</u>	<u>\$ 55,556,952</u>

**DEBT SERVICE FUND  
SUMMARY OF TOTAL INDEBTEDNESS**

<u>ISSUE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE</u>	<u>MATURITIES</u>	<u>OUTSTANDING 10/1/2014</u>
2011 Refunding - General Obligation	2017	\$ 5,550,000	\$ 2,200,000	\$ 3,350,000
2012 Refunding - General Obligation	2025	47,305,000	6,645,000	40,660,000
2013 Refunding - General Obligation	2018	1,340,000	270,000	1,070,000
Total				<u>\$ 45,080,000</u>

**COMPUTATION OF LEGAL DEBT MARGIN**

Assessed Value of Real Property	<u>\$19,164,927,036</u>
Assessed Value of All Taxable Property	<u>\$25,907,112,776</u>

**Bonds Issued Under Article III,  
Section 52 of the Texas Constitution:**

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value	\$ 4,791,231,759
Amount of Debt Applicable to Constitutional Debt Limit:	
Total Bonded Applicable Debt	\$ 45,080,000
Less Amount Available in Debt Service Fund	<u>933,547</u>
	<u>44,146,453</u>
<b>LEGAL DEBT MARGIN, BONDS ISSUED UNDER ARTICLE III, SECTION 52 OF THE TEXAS CONSTITUTION</b>	<u><b>\$ 4,747,085,306</b></u>

**Bonds Issued Under Article VIII, Section 9:**

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of \$0.80 per \$100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately \$1,295,355,639 compared to applicable bonds outstanding at October 1, 2014 of \$45,080,000.

**DEBT SERVICE FUND**  
**SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS**

ISSUE	BALANCE OUTSTANDING					BALANCE OUTSTANDING
	10/1/2014	PRINCIPAL	INTEREST	FEEs	TOTAL	
2011 Refunding - General Obligation	\$ 3,350,000	\$ 1,085,000	\$ 100,500	\$ 4,000	\$ 1,189,500	\$ 2,265,000
2012 Refunding - General Obligation	40,660,000	3,070,000	1,576,800	4,000	4,650,800	37,590,000
2013 Refunding - General Obligation	1,070,000	265,000	14,344	4,000	283,344	805,000
	<u>\$ 45,080,000</u>	<u>\$ 4,420,000</u>	<u>\$ 1,691,644</u>	<u>\$ 12,000</u>	<u>\$ 6,123,644</u>	<u>\$ 40,660,000</u>

# **SPECIAL REVENUE FUNDS**

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b>REVENUES</b>			
Sales Taxes	\$ 1,015,651	\$ 1,039,500	\$ 1,000,000
Fees	1,067,639	1,314,938	1,335,300
Sales, Rentals & Services	88,427	165,300	100,000
Intergovernmental	2,680,055	2,890,255	3,327,303
Fines & Forfeitures	188,090	100,620	100,000
Interest	18,311	17,784	16,145
Contributions	<u>4,600</u>	<u>4,006</u>	<u>4,000</u>
Total Revenues	<u>\$ 5,062,773</u>	<u>\$ 5,532,403</u>	<u>\$ 5,882,748</u>
<b>OTHER SOURCES</b>			
Transfers In	<u>\$ 440,000</u>	<u>\$ 500,000</u>	<u>\$ 510,000</u>
Total Other Sources	<u>\$ 440,000</u>	<u>\$ 500,000</u>	<u>\$ 510,000</u>
Total Revenues & Other Sources	<u>\$ 5,502,773</u>	<u>\$ 6,032,403</u>	<u>\$ 6,392,748</u>
<b>EXPENDITURES</b>			
General Government	\$ 542,089	\$ 434,631	\$ 484,813
Judicial & Law Enforcement	3,639,824	3,807,939	4,616,806
Education & Recreation	853,400	836,683	1,026,270
Maintenance - Equipment & Structures	27,332	24,858	216,000
Capital Outlay	<u>588,658</u>	<u>562,651</u>	<u>641,500</u>
Total Expenditures	<u>\$ 5,651,303</u>	<u>\$ 5,666,762</u>	<u>\$ 6,985,389</u>
<b>OTHER USES</b>			
Transfers Out	<u>\$ 199,040</u>	<u>\$ 120,000</u>	<u>\$ 86,000</u>
Total Other Uses	<u>\$ 199,040</u>	<u>\$ 120,000</u>	<u>\$ 86,000</u>
Total Appropriations	<u>\$ 5,850,343</u>	<u>\$ 5,786,762</u>	<u>\$ 7,071,389</u>
<b>BEGINNING FUND BALANCE</b>	<u>\$ 5,996,958</u>	<u>\$ 5,649,388</u>	<u>\$ 5,895,029</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	<u>\$ 5,649,388</u>	<u>\$ 5,895,029</u>	<u>\$ 5,216,388</u>

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF EXPENDITURES BY DIVISION**

<u>Department / Division</u>	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<b>General Government</b>			
County Clerk - Records Management	\$ 153,616	\$ 183,473	\$ 130,000
County Clerk - Records Archive	343,258	199,192	286,523
County Records Management	33,141	35,256	40,280
Tax Office Auto Dealer	<u>12,074</u>	<u>16,710</u>	<u>28,010</u>
Total General Government	\$ <u>542,089</u>	\$ <u>434,631</u>	\$ <u>484,813</u>
<b>Judicial &amp; Law Enforcement</b>			
Breath Alcohol Testing	\$ 4,794	\$ 13,520	\$ 24,750
Security Fee	562,612	602,512	627,160
Bail Bond Board	10,845	-	-
Law Officer Training	5,991	12,161	65,113
SCAAP Grant	-	-	-
D.A.R.E. Contributions	3,678	3,678	8,300
Family Protection Fee Fund	18,000	18,000	15,000
Deputy Sheriff Education	16,462	25,000	25,000
Constable Pct 1 - Education	2,471	2,500	500
Constable Pct 2 - Education	595	600	1,205
Constable Pct 4 - Education	594	600	1,000
Constable Pct 6 - Education	1,200	1,200	1,800
Constable Pct 7 - Education	1,454	821	1,000
Constable Pct 8 - Education	687	837	3,564
J.P. Courtroom Technology Fee	1,254	1,254	20,000
District Clerk - Records Management	37,369	30,896	23,456
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	500
D.A.'s Forfeiture	160,562	53,636	220,000
Sheriff's Forfeiture	122,485	183,328	202,525
D.A.'s Hot Check	100,467	28,782	36,000
Guardianship Fee	2,500	10,000	20,000
Juvenile Delinquency Prevention	-	-	5,000
County & District Court Technology Fund	-	1,200	2,400
District Court Records Technology Fund	-	-	-
Marine Division	1,839,906	1,974,477	2,319,081
ASAP - Constable Pct 8	745,898	741,486	809,657
Sheriff - Spindletop Health	<u>-</u>	<u>101,451</u>	<u>183,795</u>
Total Judicial & Law Enforcement	\$ <u>3,639,824</u>	\$ <u>3,807,939</u>	\$ <u>4,616,806</u>
<b>Education &amp; Recreation</b>			
Law Library	\$ 1,800	\$ 1,800	\$ 1,800
Hotel Occupancy Tax	<u>851,600</u>	<u>834,883</u>	<u>1,024,470</u>
Total Education & Recreation	\$ <u>853,400</u>	\$ <u>836,683</u>	\$ <u>1,026,270</u>
<b>Maintenance - Equipment &amp; Structures</b>			
Lateral Road - Precinct 1	\$ 27,213	\$ 20,000	\$ 60,000
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	140,000
Lateral Road - Precinct 4	<u>119</u>	<u>4,858</u>	<u>16,000</u>
	\$ <u>27,332</u>	\$ <u>24,858</u>	\$ <u>216,000</u>

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF EXPENDITURES BY DIVISION**

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	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
Capital Outlay	\$ <u>588,658</u>	\$ <u>562,651</u>	\$ <u>641,500</u>
Special Purpose Funding			
Transfers Out	\$ <u>199,040</u>	\$ <u>120,000</u>	\$ <u>86,000</u>
	\$ <u>199,040</u>	\$ <u>120,000</u>	\$ <u>86,000</u>
<b>Total Special Fund Expenditures</b>	<b>\$ <u>5,850,343</u></b>	<b>\$ <u>5,786,762</u></b>	<b>\$ <u>7,071,389</u></b>

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF CHANGES IN FUND BALANCE BY FUND**

	ESTIMATED BALANCE <u>10/1/2014</u>	REVENUES	EXPENDITURES	PROPOSED BALANCE <u>9/30/2015</u>
Lateral Road - Precinct 1	\$ 91,743	\$ 8,299	\$ 60,000	\$ 40,042
Lateral Road - Precinct 2	53,091	7,594	50,000	10,685
Lateral Road - Precinct 3	196,574	7,198	140,000	63,772
Lateral Road - Precinct 4	18,666	8,761	16,000	11,427
Breath Alcohol Testing	23,604	10,085	24,750	8,939
Security Fee	22,205	641,000	647,160	16,045
Law Library	242	57,000	56,800	442
Bail Bond Board	-	-	-	-
Law Officer Training	271,978	25,200	65,113	232,065
County Clerk - Records Management	461,093	301,400	142,000	620,493
County Clerk - Records Archive	57,313	250,210	286,523	21,000
SCAAP Grant	50,458	30,100	33,000	47,558
County Records Management	470,063	169,400	132,980	506,483
D.A.R.E. Contributions	17,560	3,645	8,300	12,905
Family Protection Fee Fund	17,992	16,017	15,000	19,009
Deputy Sheriff Education	18,963	24,065	25,000	18,028
Constable Pct. 1 - Education	1,051	1,002	500	1,553
Constable Pct. 2 - Education	3,612	785	1,205	3,192
Constable Pct. 4 - Education	2,006	781	1,000	1,787
Constable Pct. 6 - Education	1,502	846	1,800	548
Constable Pct. 7 - Education	3,561	786	1,000	3,347
Constable Pct. 8 - Education	3,435	1,360	3,564	1,231
Tax Office Auto Dealer	150,308	6,425	98,010	58,723
J.P. Courtroom Technology Fee	510,680	51,425	60,000	502,105
Hotel Occupancy Tax	1,239,430	1,002,600	1,074,470	1,167,560
District Clerk - Records Management	3,773	20,300	24,056	17
Justice Court Building Security	84,365	12,210	50,000	46,575
Child Abuse Prevention	4,809	1,511	500	5,820
D.A.'s Forfeiture	231,013	80,400	300,000	11,413
Sheriff's Forfeiture	1,406,233	123,000	220,525	1,308,708
D.A.'s Hot Check	32,883	30,000	36,000	26,883
Guardianship Fee	164,355	25,470	20,000	169,825
Juvenile Delinquency Prevention	82,177	250	5,000	77,427
County & District Court Technology Fund	10,562	6,535	12,400	4,697
District Court Records Technology Fund	83,434	30,210	-	113,644
Marine Division	-	2,337,081	2,337,081	-
ASAP - Constable Pct 8	-	899,657	899,657	-
Sheriff - Spindletop Health	104,295	200,140	221,995	82,440
<b>Total</b>	<b>\$ 5,895,029</b>	<b>\$ 6,392,748</b>	<b>\$ 7,071,389</b>	<b>\$ 5,216,388</b>

**SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> 2012-2013	<u>ESTIMATED</u> 2013-2014	<u>APPROVED</u> 2014-2015
<u>County Clerk - Records Management</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	153,616	183,473	130,000
Total	<u>\$ 153,616</u>	<u>\$ 183,473</u>	<u>\$ 130,000</u>
<u>County Clerk - Records Archive</u>			
Salaries & Wages	\$ 47,535	\$ 40,292	\$ 109,000
Fringe Benefits	11,615	8,900	27,523
Materials & Supplies	1,890	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	282,218	150,000	150,000
Total	<u>\$ 343,258</u>	<u>\$ 199,192</u>	<u>\$ 286,523</u>
<u>County Records Management</u>			
Salaries & Wages	\$ 18,536	\$ 20,482	\$ 21,661
Fringe Benefits	4,381	5,082	5,469
Materials & Supplies	4,402	4,130	4,000
Maintenance & Utilities	78	37	300
Miscellaneous Services	5,744	5,525	8,850
Total	<u>\$ 33,141</u>	<u>\$ 35,256</u>	<u>\$ 40,280</u>
<u>Tax Office Auto Dealer</u>			
Salaries & Wages	\$ -	\$ -	\$ 4,000
Fringe Benefits	-	-	1,010
Materials & Supplies	7,901	9,710	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	4,173	7,000	13,000
Total	<u>\$ 12,074</u>	<u>\$ 16,710</u>	<u>\$ 28,010</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> 2012-2013	<u>ESTIMATED</u> 2013-2014	<u>APPROVED</u> 2014-2015
<u>Breath Alcohol Testing</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	67	2,020	7,550
Maintenance & Utilities	-	-	-
Miscellaneous Services	4,727	11,500	17,200
Total	<u>\$ 4,794</u>	<u>\$ 13,520</u>	<u>\$ 24,750</u>
<u>Security Fee</u>			
Salaries & Wages	\$ 434,666	\$ 459,252	\$ 472,404
Fringe Benefits	123,303	137,260	147,006
Materials & Supplies	4,643	6,000	7,750
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 562,612</u>	<u>\$ 602,512</u>	<u>\$ 627,160</u>
<u>Bail Bond Board</u>			
Salaries & Wages	\$ 10,845	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 10,845</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Law Officer Training</u>			
Salaries & Wages	\$ -	\$ -	\$ 26,000
Fringe Benefits	-	-	6,563
Materials & Supplies	3,776	7,364	27,550
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,215	4,797	5,000
Total	<u>\$ 5,991</u>	<u>\$ 12,161</u>	<u>\$ 65,113</u>
<u>SCAAP Grant</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>D.A.R.E. Contributions</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,678	3,678	8,300
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 3,678</u>	<u>\$ 3,678</u>	<u>\$ 8,300</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Family Protection Fee Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	18,000	18,000	15,000
Total	<u>\$ 18,000</u>	<u>\$ 18,000</u>	<u>\$ 15,000</u>
<u>Deputy Sheriff Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	16,462	25,000	25,000
Total	<u>\$ 16,462</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>
<u>Constable Pct 1 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,471	2,500	500
Total	<u>\$ 2,471</u>	<u>\$ 2,500</u>	<u>\$ 500</u>
<u>Constable Pct 2 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	595	600	1,205
Total	<u>\$ 595</u>	<u>\$ 600</u>	<u>\$ 1,205</u>
<u>Constable Pct 4 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	594	600	1,000
Total	<u>\$ 594</u>	<u>\$ 600</u>	<u>\$ 1,000</u>
<u>Constable Pct 6 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,200	1,200	1,800
Total	<u>\$ 1,200</u>	<u>\$ 1,200</u>	<u>\$ 1,800</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Constable Pct 7 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,454	821	1,000
Total	<u>\$ 1,454</u>	<u>\$ 821</u>	<u>\$ 1,000</u>
<u>Constable Pct 8 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	687	837	3,564
Total	<u>\$ 687</u>	<u>\$ 837</u>	<u>\$ 3,564</u>
<u>J.P. Courtroom Technology Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,254	1,254	20,000
Total	<u>\$ 1,254</u>	<u>\$ 1,254</u>	<u>\$ 20,000</u>
<u>District Clerk - Records Management</u>			
Salaries & Wages	\$ 24,426	\$ 18,733	\$ 12,500
Fringe Benefits	5,791	4,622	3,156
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	7,152	7,541	7,800
Total	<u>\$ 37,369</u>	<u>\$ 30,896</u>	<u>\$ 23,456</u>
<u>Justice Court Building Security</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Child Abuse Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	500
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> 2012-2013	<u>ESTIMATED</u> 2013-2014	<u>APPROVED</u> 2014-2015
<u>D.A. Forfeiture</u>			
Salaries & Wages	\$ 145,630	\$ 44,623	\$ 150,000
Fringe Benefits	5,524	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	6,967	6,761	35,000
Miscellaneous Services	2,441	2,252	35,000
Total	<u>\$ 160,562</u>	<u>\$ 53,636</u>	<u>\$ 220,000</u>
<u>Sheriff's Forfeiture</u>			
Salaries & Wages	\$ 581	\$ 2,332	\$ 10,000
Fringe Benefits	146	610	2,525
Materials & Supplies	3,853	43,000	25,000
Maintenance & Utilities	57,390	61,265	155,000
Miscellaneous Services	60,515	76,121	10,000
Total	<u>\$ 122,485</u>	<u>\$ 183,328</u>	<u>\$ 202,525</u>
<u>D.A.'s Hot Check</u>			
Salaries & Wages	\$ 98,183	\$ 27,282	\$ 30,000
Fringe Benefits	-	-	-
Materials & Supplies	837	-	2,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,447	1,500	4,000
Total	<u>\$ 100,467</u>	<u>\$ 28,782</u>	<u>\$ 36,000</u>
<u>Guardianship Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,500	10,000	20,000
Total	<u>\$ 2,500</u>	<u>\$ 10,000</u>	<u>\$ 20,000</u>
<u>Juvenile Delinquency Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	5,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,000</u>
<u>County &amp; District Court Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	1,200	2,400
Total	<u>\$ -</u>	<u>\$ 1,200</u>	<u>\$ 2,400</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	ACTUAL 2012-2013	ESTIMATED 2013-2014	APPROVED 2014-2015
<u>District Court Records Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Marine Division</u>			
Salaries & Wages	\$ 1,075,963	\$ 1,119,476	\$ 1,252,680
Fringe Benefits	499,495	535,547	599,465
Materials & Supplies	172,314	175,928	287,204
Maintenance & Utilities	36,548	86,258	114,050
Miscellaneous Services	55,586	57,268	65,682
Total	<u>\$ 1,839,906</u>	<u>\$ 1,974,477</u>	<u>\$ 2,319,081</u>
<u>ASAP - Constable Pct 8</u>			
Salaries & Wages	\$ 518,595	\$ 511,210	\$ 540,198
Fringe Benefits	198,193	214,691	244,309
Materials & Supplies	6,147	5,785	10,600
Maintenance & Utilities	11,016	7,500	7,900
Miscellaneous Services	11,947	2,300	6,650
Total	<u>\$ 745,898</u>	<u>\$ 741,486</u>	<u>\$ 809,657</u>
<u>Sheriff - Spindletop Health</u>			
Salaries & Wages	\$ -	\$ 71,128	\$ 127,982
Fringe Benefits	-	26,355	51,313
Materials & Supplies	-	1,835	2,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	2,133	2,500
Total	<u>\$ -</u>	<u>\$ 101,451</u>	<u>\$ 183,795</u>

**SPECIAL REVENUE FUNDS - EDUCATION & RECREATION  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Law Library</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,800	1,800	1,800
Total	<u>\$ 1,800</u>	<u>\$ 1,800</u>	<u>\$ 1,800</u>
<u>Hotel Occupancy Tax</u>			
Salaries & Wages	\$ 253,379	\$ 236,633	\$ 288,255
Fringe Benefits	99,898	101,524	128,436
Materials & Supplies	10,751	14,284	14,700
Maintenance & Utilities	41,017	32,951	38,500
Miscellaneous Services	446,555	449,491	554,579
Total	<u>\$ 851,600</u>	<u>\$ 834,883</u>	<u>\$ 1,024,470</u>

SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES  
DIVISION SUMMARY

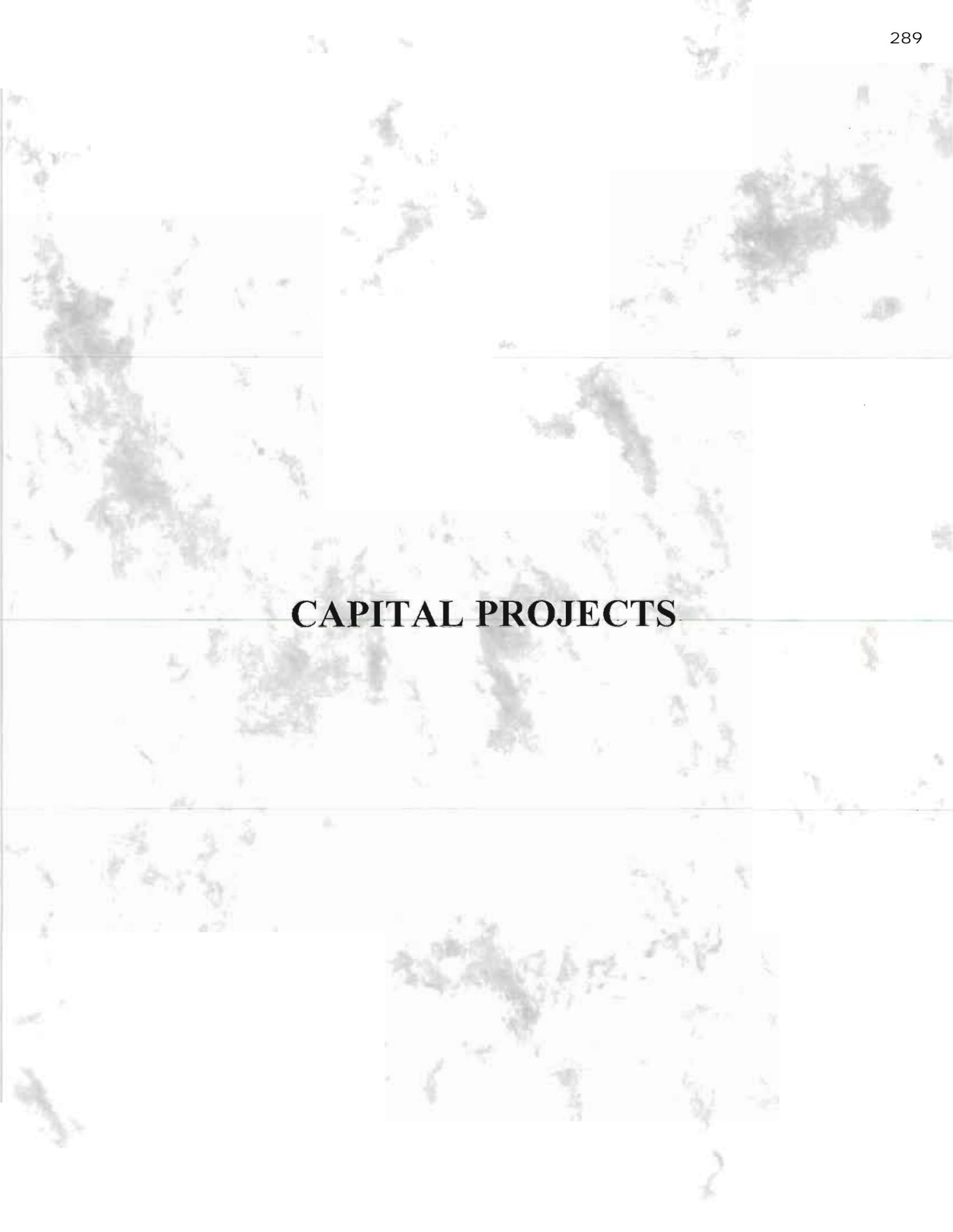
	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>Lateral Road - Precinct 1</u>			
Materials & Supplies	\$ 27,213	\$ 20,000	\$ 60,000
Total	<u>\$ 27,213</u>	<u>\$ 20,000</u>	<u>\$ 60,000</u>
<u>Lateral Road - Precinct 2</u>			
Materials & Supplies	\$ -	\$ -	\$ -
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Lateral Road - Precinct 3</u>			
Materials & Supplies	\$ -	\$ -	\$ 140,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 140,000</u>
<u>Lateral Road - Precinct 4</u>			
Materials & Supplies	\$ 119	\$ 4,858	\$ 16,000
Total	<u>\$ 119</u>	<u>\$ 4,858</u>	<u>\$ 16,000</u>

**CAPITAL OUTLAY  
DEPARTMENT SUMMARY**

	ACTUAL 2012-2013	ESTIMATED 2013-2014	APPROVED 2014-2015
<b>DEPARTMENTS</b>			
County Clerk - Records Management	\$ 6,308	\$ 60,200	\$ 12,000
County Clerk - Records Archive	-	-	-
County Records Management	29,967	83,000	92,700
Tax Office Auto Dealer	43,969	33,411	70,000
Breath Alcohol Testing	-	-	-
Security Fee	17,400	10,000	20,000
Bail Bond Board	-	-	-
Law Officer Training	-	-	-
SCAAP Grant	22,019	12,924	33,000
D.A.R.E. Contributions	-	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	22,504	6,000	40,000
District Clerk - Records Management	341	-	600
Justice Court Building Security	-	-	50,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	11,371	15,000	80,000
Sheriff's Forfeiture	269,302	75,978	-
D.A.'s Hot Check	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	-	-	-
County & District Court Technology Fund	-	4,800	10,000
District Court Records Technology Fund	-	-	-
Marine Division	-	41,724	-
ASAP - Constable Pct 8	-	26,014	90,000
Sheriff - Spindletop Health	-	34,344	38,200
Law Library	160,218	159,256	55,000
Hotel Occupancy Tax	5,259	-	-
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	50,000
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
<b>Total Capital Outlay</b>	<b>\$ 588,658</b>	<b>\$ 562,651</b>	<b>\$ 641,500</b>

SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING  
DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2012-2013</u>	<u>ESTIMATED</u> <u>2013-2014</u>	<u>APPROVED</u> <u>2014-2015</u>
<u>DEPARTMENTS</u>			
Transfers Out			
Sheriff's Forfeiture	\$ 121,082	\$ 37,500	\$ 18,000
Marine Division	27,958	32,500	18,000
Hotel Occupancy Tax	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
Total Transfers Out	<u>\$ 199,040</u>	<u>\$ 120,000</u>	<u>\$ 86,000</u>



**CAPITAL PROJECTS**

**CAPITAL PROJECTS**  
2014-2015

	<b>BUDGETED</b>	<b>FYTD</b>	<b>ACTUAL</b>		
	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-2013</b>	<b>2011-2012</b>	<b>2010-2011</b>
Courthouse Restoration	\$ 6,409,418	\$ 374,839	\$ 16,233	\$ 851,893	\$ 5,271,457
Keith Lake Park	200,000	-	-	-	-
Keith Lake Fish Pass	2,039,507	-	-	-	-
Shoreline Protection Pleasure Island	250,000	-	-	-	-
Sabine to Galveston Six County Coalition	35,375	73	-	11,082	-
Sabine to Galveston Shoreline Protection	110,000	-	-	-	-
Beach Erosion and Dune Restoration	75,088	80,030	-	1,080	18,322
Labelle Road	1,200,000	-	43,301	30,835	280,737
Sulphur Plant Road	74,555	-	-	-	-
Island Park Bridge Replacement	86,470	-	-	10,000	-
Building Inspection Program	15,000	-	-	-	-
Storm Water Permitting	14,056	10,944	13,979	13,408	11,985
Landscaping	5,000	-	279	17,145	851
Mosquito Control Permits	30,534	5,065	9,382	8,228	-
Security Measures-Mid County/Port Arthur	40,000	-	-	-	-
Maintenance Projects	64,965	140,370	-	-	-
Voting Machine Building Renovation	46,000	-	-	-	-
Ford Park 2014/2015	51,050	-	-	-	-
Ford Park Parking Lot	200,000	-	-	-	-
<b>Total Capital Projects</b>	<b>\$ 10,947,018</b>	<b>\$ 611,321</b>	<b>\$ 83,174</b>	<b>\$ 943,671</b>	<b>\$ 5,583,352</b>

# CAPITAL PROJECTS

## 2014-2015

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### Courthouse Restoration

This project is part of the County's long term plan to restore the Historical Courthouse. The 2014-2015 funding of \$6,409,418 is the estimate to repair the Courthouse interior and HVAC system. Additional phases to this restoration project will likely come from utilization of available fund balance.

The Keith Lake Park and the Keith Lake Fish Pass are related to the development of a County park for improving the quality of life for the citizens of Jefferson County. The County has broken this project into different projects in order to track separate funding sources for each phase of the park. The County completed the Keith Lake Boat Ramp project during the 2013-2014 budget year. The following is a breakdown of the remaining phases:

### Keith Lake Park

This project consists of developing a parking lot for the boat ramps Keith Lake Park. This project is a carry-over from prior budgets and funds in the amount of \$200,000 are available to complete this project.

### Keith Lake Fish Pass

This phase of the Keith Lake Park project consists of construction of erosion control devices in the Keith Lake Fish Pass. Funding for this phase is from resources with the Texas Parks and Wildlife Department, Local Industry, and County funds. The balance of \$2,039,507 will be utilized to complete this phase.

Shoreline Protection - The next four projects emphasize the County's commitment to Shoreline Protection for the County's natural resources. The County's shorelines are an important component to the natural resources that citizens and visitors of the County enjoy. The protection of freshwater marshes from saltwater intrusion is necessary for the marshes continued viability.

### Shoreline Protection Pleasure Island

The Pleasure Island shoreline has suffered significant erosion as the result of shipping traffic along the inter-coastal canal. The storm surge from Hurricane Ike accelerated that erosion. This project consists of funding for the construction of bulkheads on Pleasure Island. This project is a carry-over from prior budgets with \$250,000 available in funding.

### **Sabine to Galveston Six County Coalition**

This project consists of travel and engineering expenses related to the Sabine to Galveston Shoreline Projection plan. A six county coalition made up of Jefferson, Orange, Chambers, Harris, and Brazoria, and Galveston County will be utilized to pursue Federal funding for beach erosion repairs for the upper Texas coastline. Funding in the amount of \$35,375 is budgeted for 2014-2015.

### **Sabine to Galveston Shoreline Protection**

Project consists of continued funding for the Sabine Pass to Galveston Shoreline Protection Feasibility Study. The County has partnered with Galveston and the Corps of Engineers, to study what steps are necessary to slow down erosion along the upper Texas Gulf Coast. The available funding for this project is \$110,000 which comes from prior year transfers from the General Fund. This project is being put on hold until the effect of the storm surge from Hurricane Ike can be factored into the erosion models.

### **Beach Erosion and Dune Restoration**

This project consists of engineering services to analyze the damages to the shoreline and dunes as a result of the storm surge from Hurricane Ike. Engineers will provide detailed analysis to aid the County in securing funding for large scale dune restoration from Sabine Pass to High Island. This project has carry-over funding in the amount of \$75,088 to complete this analysis.

### **Labelle Road**

The County has been acquiring right of way along Labelle Road from State Highway 124 to FM 365. This right of way acquisition is necessary for the widening and realignment of Labelle Road as it intersects with State Highway 124. The County will partner with Texas Department of Transportation to fund the reconstruction of this roadway. Funding of \$1,200,000 is allocated to complete this project.

### **Sulphur Plant Road**

This project consists of rehabilitation of Sulphur Plant road located in Precinct 4. Funds in the amount of \$74,555 which were transferred from Road and Bridge Precinct # 4 in prior years are available to complete this project.

### **Island Park Bridge Replacement**

This project consists of rebuilding the bridge on Island Park Road at Brakes Bayou. This project is 90% funded by the Texas Department of Transportation. The 10% local match of \$86,470 has been funded by two local private entities and has been earmarked for this project.

### **Building Inspection Program**

This project is for continuation of inspections of County buildings for environmental issues. The County has implemented a project to have all County buildings inspected for various health hazards. Prior year allocations of \$15,000 from the General Fund are available to fund these inspections for various County buildings.

### **Storm Water Permitting**

This project is for engineering cost associated with the Storm Water Permitting Project. This project will complete our Storm Water Pollution Plan to be approved by the State of Texas. Funding in the amount of \$14,056 is available for 2014-2015.

### **Landscaping**

This project consists of funds to enhance the exterior grounds of the Jefferson County Courthouse complex. Funds in the amount of \$5,000 have been allocated for the 2014-2015 year.

### **Mosquito Control Permits**

This project consists of ongoing cost to comply with the Federal mandate to monitor the discharge of pesticides that leave residue in the water. Funding allocated for this project is \$30,534 for 2014-2015.

### **Security Measures-Mid County/Port Arthur**

This project is for enhanced security measures at the Mid County and Port Arthur offices as part of the County's commitment to provide a safer work environment. Funding of \$40,000 from prior year transfer from the General Fund is available for 2014-2015.

### **Maintenance Projects**

The County maintenance projects consist of several repairs and upgrades for bullet proof glass, painting, and roof repairs to various County Annexes. All of the funding for these expenditures has already been transferred from the General Fund and will not require any additional funding for the 2014-2015 fiscal year. Funding in the amount of \$64,965 is available for 2014-2015.

### **Voting Machine Building Renovation**

This renovation will provide an additional 1,200 square feet of controlled climate work area for the delivery and storage of the electronic voting machines. All of the funding for these expenditures has already been transferred from the General Fund and will not require any additional funding for the 2014-2015 fiscal year. Funding in the amount of \$46,000 is available for 2014-2015.

### **Ford Park 2014/2015**

This project is will provide funding for repairs to seating and lighting in the Arena/Exhibit Hall and safety netting for the ball fields. All of the funding for these expenditures has already been transferred from the General Fund and will not require any additional funding for the 2014-2015 fiscal year. Funding in the amount of \$51,050 is available for 2014-2015.

### **Ford Park Parking Lot**

This project is estimated to create 550 additional parking spaces at Ford Park All of the funding for these expenditures has already been transferred from the General Fund and will not require any additional funding for the 2014-2015 fiscal year. Funding in the amount of \$200,000 is available for 2014-2015.

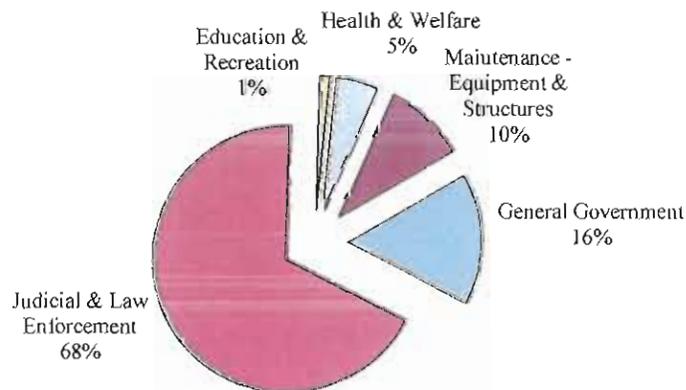


**MISCELLANEOUS**

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY DEPARTMENT**  
**FULL TIME AUTHORIZED POSITIONS**

	Fiscal Year		
	2012-2013	2013-2014	2014-2015
<b>GENERAL FUND</b>			
General Government	160	159	160
Judicial & Law Enforcement	649	648	651
Education & Recreation	7	7	7
Health & Welfare	50	50	50
Maintenance - Equipment & Structures	102	102	101
	<u>968</u>	<u>966</u>	<u>969</u>
<b>SPECIAL REVENUE FUNDS</b>			
General Government	2	-	-
Judicial & Law Enforcement	28	28	28
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	<u>35</u>	<u>33</u>	<u>33</u>
<b>TOTAL BUDGETED FUNDS</b>			
General Government	162	159	160
Judicial & Law Enforcement	677	676	679
Education & Recreation	12	12	12
Health & Welfare	50	50	50
Maintenance - Equipment & Structures	102	102	101
	<u>1,003</u>	<u>999</u>	<u>1,002</u>

**FY 2014-2015 Personnel**



**PERSONNEL SCHEDULES**  
**COMPENSATION PLAN**

Classified (CCG)		
Grade	Minimum	Maximum
27	19,459	29,188
28	19,944	29,918
29	20,443	30,664
30	20,955	31,432
31	21,478	32,218
32	22,016	33,023
33	22,568	33,849
34	23,131	34,694
35	23,709	35,564
36	24,300	36,452
37	24,908	37,364
38	25,533	38,297
39	26,170	39,255
40	26,825	40,235
41	27,495	41,242
42	28,183	42,274
43	28,886	43,330
44	29,609	44,414
45	30,348	45,524
46	31,107	46,661
47	31,885	47,827
48	32,682	49,023
49	33,500	50,249
50	34,336	51,505
51	35,196	52,793
52	36,074	54,112
53	36,977	55,465
54	37,902	56,853
55	38,850	58,273
56	39,820	59,730
57	40,816	61,223
58	41,836	62,754
59	42,883	64,324
60	43,953	65,930
61	45,051	67,579
62	46,181	69,268
63	47,333	71,001
64	48,518	72,775
65	49,729	74,595
66	50,973	76,461
67	52,247	78,372
68	53,553	80,330
69	54,891	82,340
70	56,266	84,397
71	57,672	86,507
72	59,114	88,670
73	60,591	90,887
74	62,107	93,160
75	63,658	95,487
76	65,250	97,874
77	66,881	100,323
78	68,553	102,831
79	70,267	105,401
80	72,024	108,037
81	73,825	110,737
82	75,671	113,506
83	77,561	116,343
84	79,502	119,250
85	81,488	122,234
86	83,526	125,287
87	85,615	128,421
88	87,755	131,631
89	89,948	134,923
90	92,197	138,294

Classified (CCG) (continued)		
Grade	Minimum	Maximum
91	94,501	141,751
92	96,863	145,297
93	99,287	148,928
94	101,767	152,651

Other Un-Classified (OTH)		
Grade	Minimum	Maximum
1	10,000	175,000

Elected Official (ELE)		
Grade	Minimum	Maximum
1	9,000	175,000

Constable's Contract per Hour (CON)		
Step	Minimum	Maximum
1	23,6853	23,6853
2	25,0377	25,0377
3	26,1125	26,1125
4	27,1871	27,1871
5	28,1491	28,1491
6	29,1197	29,1197
7	29,9861	29,9861
8	30,8740	30,8740
10	36,5123	36,5123

Law Enforcement Contract per Hour (CLE)		
Step	Minimum	Maximum
1	22,7073	22,7073
2	25,2100	25,2100
3	26,2939	26,2939
4	27,3775	27,3775
5	28,3377	28,3377
6	29,3159	29,3159
7	30,1974	30,1974
8	30,6466	30,6466
45	32,0830	32,0830
46	33,6512	33,6512
47	37,8631	37,8631
48	41,5377	41,5377
65	32,7247	32,7247
66	34,3242	34,3242

Detention Contract per Hour (CL2)		
Step	Minimum	Maximum
1	16,6280	16,6280
2	18,9733	18,9733
3	20,2718	20,2718
4	21,2618	21,2618
5	22,7549	22,7549
6	23,2175	23,2175
7	23,9154	23,9154
8	24,2725	24,2725
45	29,5474	29,5474
46	30,9917	30,9917
47	34,8706	34,8706
48	38,2549	38,2549
65	30,1383	30,1383
66	31,6115	31,6115

**PERSONNEL SCHEDULES**

**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION  
FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>		<u>FTE</u>
	ELE	1	39
<b><u>Elected Official</u></b>			
<b><u>Clerical, Administrative &amp; Fiscal</u></b>			
OFFICE ASSISTANT	CCG	34	2
RECEPTIONIST/CLERK	CCG	34	8
OFFICE SPECIALIST	CCG	38	24
SENIOR OFFICE SPECIALIST	CCG	43	16
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	5
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	6
DEPUTY COUNTY CLERK	CCG	40	15
SENIOR DEPUTY COUNTY CLERK	CCG	43	9
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	3
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	14
SENIOR SECRETARY	CCG	45	13
ADMINISTRATIVE SECRETARY	CCG	50	15
ACCOUNT CLERK	CCG	40	44
SENIOR ACCOUNT CLERK	CCG	43	8
ACCOUNTING TECHNICIAN	CCG	53	6
COURT CLERK	CCG	40	6
SENIOR COURT CLERK	CCG	43	14
ADMINISTRATIVE AJD TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	21
ASSOCIATE COURT ADMINISTRATOR	CCG	53	11
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
DEPUTY DISTRICT CLERK	CCG	40	15
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	3
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	2
SENIOR BUYER	CCG	49	3
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
COMPUTER SERVICES TECHNICIAN/OPERATOR	CCG	49	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	4
PERSONAL COMPUTER TECHNICIAN II	CCG	52	1
ANALYST/PROGRAMMER	CCG	62	2
PROGRAMMER/ANALYST	CCG	65	3
SENIOR PROGRAMMER/ANALYST	CCG	70	2

**PERSONNEL SCHEDULES**

**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION  
FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>		<u>FTE</u>
COMPUTER SYSTEMS ADMINISTRATOR	CCG	68	3
SYSTEMS ANALYST	CCG	66	1
ASSISTANT DIRECTOR OF MIS	CCG	79	1
DIRECTOR OF MIS	CCG	86	1
FINANCIAL TECHNICIANS	CCG	48	6
FINANCIAL ANALYST	CCG	59	3
FINANCIAL MANAGER	CCG	71	4
CHIEF DEPUTY TAX ASSESSOR	CCG	69	1
CHIEF DEPUTY COUNTY TREASURER	CCG	54	1
1ST ASSISTANT COUNTY AUDITOR	CCG	79	1
COUNTY AUDITOR	CCG	91	1
BENEFITS MANAGER	CCG	69	1
SENIOR BENEFITS ANALYST	CCG	56	2
HUMAN RESOURCE ASSISTANT	CCG	45	1
EMP RELATIONS/COMPENSATION MGR	CCG	66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG	88	1
SENIOR PERSONNEL SPECIALIST	CCG	56	1
VOTING ASSISTANTS	CCG	41	2
<b><u>Law Enforcement</u></b>			
TELECOMMUNICATOR	CCG	42	9
SENIOR TELECOMMUNICATOR	CCG	46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG	54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG	57	1
ASSISTANT CHIEF DEPUTY SHERIFF	CCG	71	1
CHIEF DEPUTY SHERIFF	CCG	77	4
JUVENILE DETENTION OFFICER	CCG	42	13
LEAD JUVENILE DETENTION OFFICE	CCG	50	4
JUVENILE DETENTION SUPERINTENDENT	CCG	70	1
COOK	CCG	31	1
CRIME LAB TECHNICIAN	CCG	48	2
FORENSIC SCIENTISTS	CCG	68	8
DIRECTOR OF CRIME LAB	CCG	72	1
<b><u>Labor, Trades &amp; Maintenance</u></b>			
ASSISTANT BUILDING MAINTENANCE SUPERVISOR	CCG	54	1
SIGN FABRICATOR	CCG	42	1
PAINTER	CCG	46	3
CARPENTER	CCG	55	3
PLUMBER	CCG	56	2
HEATING, VENT & AC MECHANIC	CCG	57	3
WELDER	CCG	50	1

**PERSONNEL SCHEDULES**

**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION  
FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>		<u>FTE</u>
ELECTRICIAN	CCG	58	1
LEAD PRINTER	CCG	49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG	40	9
UTILITY MAINT. WORKER - ST&HWY	CCG	44	4
MAINTENANCE TECHNICIAN	CCG	52	1
VAN DRIVER	CCG	36	2
EQUIP OPERATOR/MAINT. WORKER	CCG	47	11
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG	52	20
AUTOMOBILE MECHANIC	CCG	48	3
HEAVY EQUIPMENT MECHANIC	CCG	53	5
DIRECTOR OF SERVICE CENTER	CCG	59	1
ELECTIONS WAREHOUSE SUPERVISOR	CCG	56	1
GROUNDSKEEPER	CCG	32	1
BUILDING MAINTENANCE SUPERVISOR	CCG	58	2
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG	62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG	69	1
ROAD FOREMAN	CCG	56	6
ASSISTANT SUPERINTENDENT	CCG	58	3
PRECINCT ROAD SUPERINTENDENT	CCG	69	4
ENGINEERING SPECIALIST	CCG	62	6
ENGINEERING SUPERINTENDENT	CCG	71	1
DIRECTOR OF ENGINEERING	CCG	86	1
AIRCRAFT MECHANIC	CCG	62	1
PILOT/AIRCRAFT MECHANIC	CCG	63	2
CHIEF PILOT/AIRCRAFT MECHANIC	CCG	67	1
HERBICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG	43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG	52	2
ENTOMOLOGIST	CCG	62	1
DIRECTOR OF MOSQUITO CONTROL	CCG	75	1
<b><u>Nursing &amp; Public Health</u></b>			
PUBLIC HEALTH NURSE	CCG	63	4
ADMINISTRATIVE CLINICAL COORDINATOR/LVN	CCG	56	1
PUBLIC HEALTH NURSING SUPERVISOR	CCG	65	2
PHARMACIST	CCG	89	1
NURSE PRACTITIONER	CCG	80	1
MEDICAL ASSISTANT	CCG	41	1
PHARMACY TECHNICIAN	CCG	36	1
CONTRACT MONITOR/HEALTH SERVICES ADMINISTRATOR	CCG	52	1
ADMINISTRATIVE DIRECTOR OF H&W	CCG	72	1

**PERSONNEL SCHEDULES**

**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION  
FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>		<u>FTE</u>
ENVIRONMENTAL HEALTH INSPECTOR	CCG	52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG	66	1
<b><u>Human &amp; Social Services</u></b>			
JUVENILE PROBATION OFFICER	CCG	51	9
JUVENILE CASEWORK SUPERVISOR	CCG	61	4
JUVENILE CASEWORK MANAGER	CCG	67	2
WELFARE CASEWORKER	CCG	49	6
WELFARE CASEWORK SUPERVISOR	CCG	58	2
VETERANS SERVICE SUPERVISOR	CCG	49	1
VETERANS COUNTY SERVICE OFFICER	CCG	60	1
DIRECTOR OF JUV PROB & DETENTION	CCG	85	1
DIRECTOR OF VISITOR'S CENTER	CCG	62	1
SENIOR MEDIATION SUPERVISOR/CASE MANAGER	CCG	53	1
CASE COORDINATOR	CCG	38	1
DIRECTOR OF DISPUTE RESOLUTION	CCG	69	1
<b><u>Other Un-Classified or Contract</u></b>			
DETENTION OFFICER	CL2	1-8	221
BAILIFF	CLE	1-8	7
SHERIFF'S DEPUTY	CLE	1-8	78
UNION ADMIN ASSISTANT	CLE	45	7
SERGEANT	CL2/CLE	45	18
LIEUTENANT	CL2/CLE	46	18
CAPTAIN	CL2/CLE	47	7
MAJOR	CL2/CLE	48	3
CONSTABLE DEPUTY	CON	1-10	23
GRAND JURY BAILIFF	OTH	1	1
ATTORNEY	OTH	1	29
FORENSIC ACCOUNTANT	OTH	1	1
INVESTIGATOR ASSISTANT	OTH	1	1
INVESTIGATOR	OTH	1	4
EXECUTIVE ASSISTANT	OTH	1	2
ASSISTANT TO COUNTY JUDGE	OTH	1	1
COURT REPORTER	OTH	1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH	1	1
AGRICULTURE EXTENSION AGENT	OTH	1	4
<b>Total</b>			<u><u>1,002</u></u>

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**ELECTED COUNTY OFFICIALS**

<u>Commissioners' Court</u>	<u>Length of Service</u>	<u>Term Expires</u>
Jeff Branick, County Judge	3 Years	12/31/2014
William "Eddie" Arnold, Commissioner, Pct. 1	9 Years	12/31/2016
Brent Weaver, Commissioner, Pct. 2	3 Years	12/31/2014
Michael "Shane" Sinegal, Commissioner, Pct. 3	5 Years	12/31/2016
Everette "Bo" Alfred, Commissioner, Pct. 4	11 Years	12/31/2014

**OTHER ELECTED COUNTY OFFICIALS**

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
Carolyn Guidry	County Clerk	9 Years	12/31/2014
Cory Crenshaw	District Attorney	< 1 Year	12/31/2014
Terry Wuenschel	Tax Assessor Collector	< 1 Year	12/31/2016
Jonathan "Tim" Funchess	County Treasurer	3 Years	12/31/2014
George "Mitch" Woods	Sheriff	17 Years	12/31/2016
Susan "Jane" Birge	District Clerk	< 1 Year	12/31/2014
Kenneth Dollinger	Justice of the Peace Pct. 1 Pl. 1	17 Years	12/31/2016
Nancy Beaulieu	Justice of the Peace Pct. 1 Pl. 2	3 Years	12/31/2014
Marcus DeRouen	Justice of the Peace Pct. 2	3 Years	12/31/2014
Ray Chesson	Justice of the Peace Pct. 4	17 Years	12/31/2014
Ransom "Duce" Jones	Justice of the Peace Pct. 6	7 Years	12/31/2014
James Burnett	Justice of the Peace Pct. 7	11 Years	12/31/2014
Tom Gillam	Justice of the Peace Pct. 8	12 Years	12/31/2014
Coley "Nick" Saleme	Constable Pct. 1	1 Year	12/31/2016
Christopher Bates	Constable Pct. 2	1 Year	12/31/2016
James Trahan	Constable Pct. 4	9 Years	12/31/2016
Dana Baker	Constable Pct. 6	1 Year	12/31/2016
Jeffrey Greenway	Constable Pct. 7	17 Years	12/31/2016
Eddie Collins	Constable Pct. 8	21 Years	12/31/2016
Gerald Eddins	Judge, County Court at Law #1	1 Year	12/31/2016
Guadalupe "Lupe" Flores	Judge, County Court at Law #2	11 Years	12/31/2014
Langston Adams	Judge, County Court at Law #3	< 1 Year	12/31/2014
John Stevens	Judge, Criminal District Court	7 Years	12/31/2014
Lindsey Scott	Judge, 252nd District Court	< 1 Year	12/31/2014
Thomas Rugg	Judge, 58th District Court	< 1 Year	12/31/2014
James "Gary" Sanderson	Judge, 60th District Court	36 Years	12/31/2016
Milton Shuffield	Judge, 136th District Court	19 Years	12/31/2016
Donald Floyd	Judge, 172nd District Court	30 Years	12/31/2014
Jeffrey "Randy" Shelton	Judge, 279th District Court	7 Years	12/31/2014
Lawrence Thorne	Judge, 317th District Court	15 Years	12/31/2014

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**APPOINTED OFFICIALS**

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
James "Patrick" Swain	County Auditor	18 Years	12/31/2014
Deborah Clark	Purchasing Agent	5 Years	12/31/2014
Don Rao	Engineering	3 Years	
Starla Garlick	Agricultural Extension Service	6 Years	
Alex Rupp	Airport	1 Year	
Robert "David" Fontenot	Service Center	25 Years	
John "David" Knight	Buildings Maintenance - Beaumont	1 Year	
Mark Benard	Buildings Maintenance - Port Arthur	17 Years	
Larry Gist	Court Master	17 Years	
Paul Helegda	MIS	16 Years	
Kara Hawthorn	Dispute Resolution Center	3 Years	
Gregory Fountain	Emergency Management	7 Years	
Michael Melancon	Environmental Control	18 Years	
Dr. A.C. Walkes	Health and Welfare Units	25 Years	
Leslie Little	Nurse Practitioner	3 Years	
Cary Erickson	Human Resources & Risk Management	21 Years	
Edward Cockrell	Juvenile Probation & Detention	3 Years	
Kevin Sexton	Mosquito Control	4 Years	
Hilary Guest	Veterans Services Offices	12 Years	

**CONSULTANTS AND ADVISORS**

Certified Public Accountants	Pattillo, Brown & Hill, LLP Waco, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer Gertz, L.L.P. Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

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**Date of Creation**                      1836

**Date of Organization**                1837

**Location**

Upper Texas Coast  
 Component of Beaumont-Port Arthur MSA

**County Seat**

Beaumont, Texas

**Economy Base**

Petroleum refining  
 Production and processing of petrochemicals  
 Fabrication of steel and steel products  
 Shipping activity  
 Manufacture of wood, pulp, food, and feed products  
 Agriculture  
 Health care services

**Land Area (A)**                              876.3 square miles

**Maintained Roads**                        369.6

**Bond Rating**                                "Aa2" Moody's Investors Service, Inc.  
 "AA-" Standard & Poor's Ratings Services

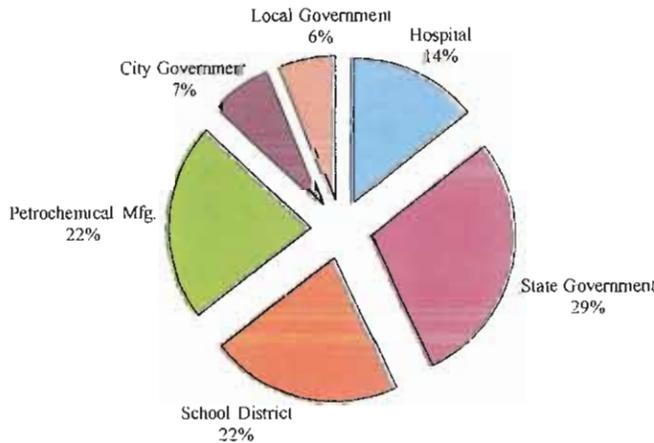
**JEFFERSON COUNTY, TEXAS  
MISCELLANEOUS STATISTICS**

**Employment Statistics (A)**

<u>Fiscal Year</u>	<u>Civilian Labor Force</u>	<u>Total Employment</u>	<u>Total Unemployment</u>	<u>Percent Unemployment</u>
2005	111,802	103,155	8,647	7.7%
2006	111,762	104,985	6,777	6.1%
2007	111,950	105,780	6,170	5.5%
2008	113,702	106,049	7,653	6.7%
2009	116,010	105,031	10,979	9.5%
2010	120,029	106,880	13,149	11.0%
2011	121,684	108,143	13,541	11.1%
2012	119,919	107,009	12,910	10.8%
2013	116,922	104,670	12,252	10.5%
2014 (B)	115,111	105,292	9,819	8.5%

**Top Ten Major Employers County (C)**

<u>Company</u>	<u>Industry</u>	<u>Employees</u>
State of Texas	State Government	5,500
Beaumont ISD	School District	2,976
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,000
Christus Health Southeast Texas	Hospital	1,530
Motiva Enterprises	Petrochemical Mfg.	1,475
City of Beaumont	City Government	1,335
Memorial Hermann Baptist Hospital	Hospital	1,232
Jefferson County	Local Government	1,184
Port Arthur ISD	School District	1,170
Valero	Petrochemical Mfg.	833



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of July, 2014 (not finalized).

(C) Source: Local surveys

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Population (A)**

<u>Year</u>	<u>County</u>	<u>City of Beaumont</u>	<u>City of Port Arthur</u>	<u>Beaumont- Port Arthur MSA</u>
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,273	118,296	53,818	388,745
Current Estimate	252,358	117,796	54,135	390,732

**Demographics**

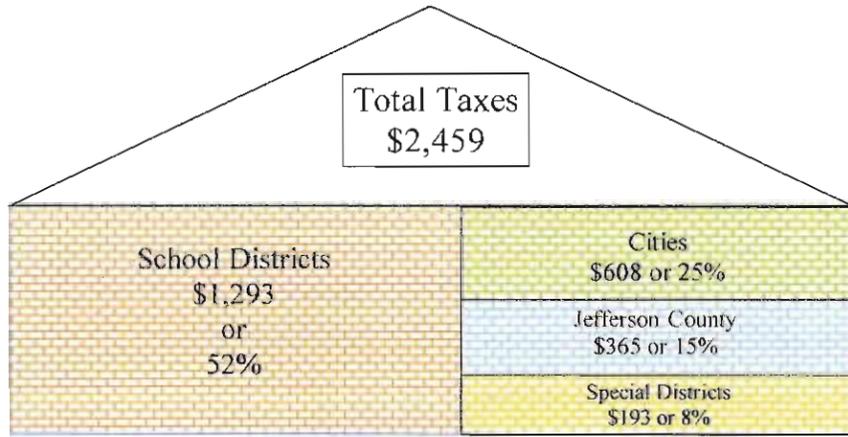
<u>Fiscal Year</u>	<u>Population (a)</u>	<u>Per Capita Personal Income (b)</u>	<u>Median Age (a)</u>	<u>School Enrollment (a)</u>
2006	247,571	\$ 27,689	36.5	62,002
2007	243,914	\$ 29,324	36.4	59,776
2008	241,975	\$ 31,756	36.7	62,290
2009	242,142	\$ 33,795	36.5	61,721
2010	252,273	\$ 33,071	35.6	62,433
2011	252,273	\$ 37,139	36.0	63,371
2012	252,802	\$ 38,712	35.9	63,371
2013	251,813	\$ 38,357	36.0	63,433

(A) Source: <http://www.census.gov>

(B) Source: Texas Workforce Commission

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Property Tax Analysis for a \$100,000 Home in Tax Year 2013 (A)**



County taxes for fiscal year 2013-2014 and fiscal year 2014-2015 for a \$100,000 home would be \$365.00 based on the property tax rate of .365¢ per \$100 valuation.

**Ten Year History of Abated Property Tax Values (B)**

Tax Year	# of Companies	Value Loss Due to Abatement	Tax Loss	Tax Rate
2004	12	1,034,344,310	\$ 4,395,963	0.00425
2005	12	1,380,269,700	5,866,146	0.00425
2006	12	1,616,254,070	6,465,016	0.00400
2007	14	1,814,398,530	7,076,154	0.00390
2008	15	2,129,196,020	7,771,565	0.00365
2009	12	923,906,330	3,372,258	0.00365
2010	13	790,191,580	2,884,199	0.00365
2011	11	766,817,130	2,798,883	0.00365
2012	9	1,196,539,640	4,367,370	0.00365
2013	9	1,877,188,020	6,851,736	0.00365
			<u>\$ 51,849,290</u>	

(A) Source: <http://www.jcad.org>

(B) Source: [http://www.jcad.org/reports\\_abate.aspx](http://www.jcad.org/reports_abate.aspx)

## GLOSSARY OF TERMS

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**Accrual Basis**—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

**Actual** - Final audited revenue or expenditure data for the fiscal year indicated.

**Ad Valorem Tax** — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

**Allocation**—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

**Appropriation**—A legal authorization to incur obligations and to make expenditures for specific purposes.

**Appraisal Value** – To make an estimate of value for the purpose of taxation.

**Appraisal District** – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

**Assessed Valuation**—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

**Asset**—Resources owned or held by a government which have monetary value.

**Available Fund Balance**—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

**Balanced Budget** – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

**Bond**—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

**Bond Rating**—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

**Bonded Indebtedness** – The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

**Bond Refunding**—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.

## GLOSSARY OF TERMS

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**Budget**—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

**Budget Amendment** – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

**Budgetary Basis**—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

**Budget Calendar**—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

**Budgetary Control**—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

**Callable** – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

**Capital Expenditures** – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between \$5,000 and \$9,999.99 for content insurance purposes.

**Capital Outlay**—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year.

**Capital Project**—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

**Capital Project Fund** – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

**Capitalization** – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

**Cash Basis**—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

## GLOSSARY OF TERMS

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**Categorical** – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

**Certificates of Obligation** – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

**Charges for Services** – see Fees of Office.

**Contingency**—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

**Contractual Services**—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

**Current Taxes** – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1<sup>st</sup>. Taxes are delinquent on February 1<sup>st</sup>, after which time penalty and interest charges accrue.

**Debt Service**—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

**Debt Service Fund** – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

**Delinquent Taxes** – Taxes that remain unpaid at February 1<sup>st</sup>. Taxes are delinquent on February 1<sup>st</sup>, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1<sup>st</sup>.

**Department (Organization)** – The organizational unit which is functioning separately in its delivery of service.

**Disbursement**—The expenditure of monies from an account.

**Employee (or Fringe) Benefits**—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

**Encumbrance**—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

**Estimated Revenue** – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

## GLOSSARY OF TERMS

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**Expenditure**—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

**Expense**—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

**Fees (Fees of Office)** – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

**Fines and Forfeitures** – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

**Fiscal Policy**—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

**Fiscal Year**—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1<sup>st</sup> through September 30<sup>th</sup>.

**Fund**—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

**Fund Balance** - The excess of the assets of a fund over its liabilities, reserves, and carryover.

**Generally Accepted Accounting Principles (GAAP)** – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

**General Obligation Bond**—This type of bond is backed by the full faith, credit, and taxing power of the government.

**Goal** – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

**Grants** – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

**Hourly**—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

## GLOSSARY OF TERMS

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**Interfund Transfers** – The movement of monies between funds of the same governmental entity.

**Intergovernmental Revenue** – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

**Levy**—To impose taxes for the support of government activities.

**Line-Item Budget**—A budget prepared along departmental lines that focuses on what is to be bought.

**Long-Term Debt**—Debt with a maturity of more than one year after the date of issuance.

**Mandate** – A formal order from State authorities to County government to make mandatory.

**Maintenance and Utilities**— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

**Materials and Supplies**—Expendable materials and operating supplies necessary to conduct departmental operations.

**Modified Accrual Basis** – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

**Non-callable** – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

**Objective**—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

**Obligations**—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

**Operating Revenue**—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

**Operating Expenses**—The cost for personnel, materials, and equipment required for a department to function.

**Output Indicators** – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

## GLOSSARY OF TERMS

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**Other Financing Sources** – Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

**Other Financing Uses** – Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

**Pay-as-you-go Basis** – A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

**Performance Indicators** – Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

**Personal Services**—Expenditures for salaries, wages, and fringe benefits of a government's employees.

**Program**—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

**Records Management** – This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

**Reserve**—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

**Resolution** – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

**Resources**—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

**Revenue**—Sources of income financing the operations of government.

**Salaries & Wages** – The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

**Source of Revenue**—Revenues are classified according to their source or point of origin.

**Special Revenue Funds** – These funds are set up to keep track of segregated revenue activities.

**Statute** – A law enacted by the legislative assembly.

**Tax Rate** – A percentage applies to all taxable property to raise general revenues.

## GLOSSARY OF TERMS

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**Tax Rate Limit** – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

**Tax Levy**—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

**Taxes**—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

**Transfers In/Out**—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

**Unencumbered Balance** – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

**Unreserved Fund Balance**—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

**User Charges**—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

## GLOSSARY OF TERMS

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### ACROYNMS

AC -	Air Conditioning
ADA -	American with Disabilities Act
ASAP -	Absent Student Assistance Project
BMT -	Beaumont
CAFR -	Comprehensive Annual Financial Report
CCTV -	Close Circuit Television
CD -	Compact Disc
CEPRA -	Coastal Erosion Planning and Response Account
CI -	Criminal Investigation
COLA -	Cost of Living Increase
CPI -	Consumer Price Index
DA -	District Attorney
DARE -	Drug Abuse Resistance Education
DR -	Doctor
DVD -	Digital Versatile Disk
FAA -	Federal Aviation Administration
FTE -	Full-time Equivalent
GAAP -	General Accepted Accounting Principles
GC/MC -	Gas chromatograph/mass spectrometer
GFOA -	Government Finance Officer Association
HP -	Hewlett Packard

## GLOSSARY OF TERMS

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### ACROYNMS - continued

HP -	Horse Power
HR -	Hour
HR -	Human Resources
H&W -	Health & Welfare
HWY -	Highway
IA -	Internal Affairs
IBM -	International Business Machines
ID -	Identification
ISD -	Independent School District
JC -	Jefferson County
JP -	Justice of the Peace
LGC -	Local Government Code
LNG -	Liquified Natural Gas
LT -	Lieutenant
MB -	Megabyte
MFG -	Manufacturing
MIS -	Management Information Systems
MSA -	Metropolitan Statistical Area
NO -	Number
PA -	Port Arthur
PCT -	Precinct

## GLOSSARY OF TERMS

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### ACROYNMS - continued

RAM -	Random Access Memory
RFP -	Request for Proposal
ROW -	Right of Way
RTV -	Rugged Terrain Vehicle
SCAAP -	State Criminal Alien Assistance Program
ST -	State
SUV -	Sports Utility Vehicle
TXDOT -	Texas Department of Transportation
UHF -	Ultra High Frequency
US -	United States
VOIP -	Voice over Internet Protocol



TERRY WUENSCHEL  
TAX ASSESSOR-COLLECTOR



SUSIE JAMES  
CHIEF DEPUTY

RECEIVED  
SEP 22 2014

September 22, 2014

Honorable Jeff Branick  
County Judge  
Jefferson County  
Beaumont, Texas

Dear Judge Branick:

*receive & file*

Please place an item on the Commissioners' Court Agenda for September 29, 2014 to receive and file Continuing Education Transcript for Terry Wuenschel, Interim Tax Assessor-Collector who has successfully completed the continuing education requirements of Sec. 6.231 of the Texas Property Tax Code.

Your approval of this request is appreciated.

Sincerely,

Terry Wuenschel  
Assessor-Collector of Taxes  
Jefferson County, Texas

TW:db

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



# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 01/01/2014 - 12/31/2014

Ms. Terry Wuenschel  
Interim Tax Assessor-Collector  
Jefferson County  
PO Box 2112  
Beaumont, TX 77704-2112

ID: 206570  
Phone: (409) 835-8714  
Fax: (409) 835-8589  
Enrollment Date: 01/01/2014

<u>Date</u>	<u>Course</u>	<u>Units</u>
01/09/2014	ACT USER Webinars	1.00
02/13/2014	Date Processing & Delq Pmt - WEBINAR	1.00
03/14/2014	ACT Webinar- SIT V2 Security	1.00
04/04/2014	New Tax Assessor-Collector Orientation	2.00
04/08/2014	Ethics for County Tax Assessor-Collectors	1.00
04/14/2014	ACT Webinar- Best Practices	1.00
05/01/2014	ACT Webinar- 33.07 Notices & Mobile Home Lien	1.00
06/01/2014	ACT Software Webinar	1.00
06/08/2014	TACA Annual Conference- Ft Worth	8.25
07/15/2014	Regional Meeting- Session 2- Brookeland	2.00
07/15/2014	Regional Meeting- Session 1- Brookeland	1.00
07/16/2014	ACT Software Webinar	1.00

**Total Hours for year: 21.25**

You have met your continuing education requirements for 2014.

You may carry forward 1.25 hours to the next reporting period.

SB546 requires a county tax assessor-collector to successfully complete 20 hours of continuing education per year. These hours must include 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes. Up to 10 additional hours, over the required 20, will be carried forward into the next year. Please contact the Tax Assessor-Collector Association Education Committee or TAC Education Services with any questions.

08/13/2014

If this report does not agree with your records, please  
call TAC Education Services at 1-800-456-5974.

**Special, September 29, 2014**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, September 29, 2014