

**REGULAR, 5/11/2015 1:30:00 PM**

BE IT REMEMBERED that on May 11, 2015, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

*Notice of Meeting and Agenda and Minutes*  
*May 11, 2015*

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  
May 11, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **11th** day of **May 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

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

## **PURCHASING:**

1. Consider and approve specifications for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

**SEE ATTACHMENTS ON PAGES 7 - 38**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Reject all proposals for (RFP 15-005/JW), Operations Assessment for Ford Park Event Center (Jefferson County).

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract amendment for (RFQ 07-215/TI), Master Plan for Historical Restoration of the Jefferson County Courthouse. This amendment will assign the continuation of projects under this RFQ to Shepley Bulfinch Richardson & Abbott, Inc., as this firm has entered into an asset purchase agreement with Bailey Architects, Inc.

**SEE ATTACHMENTS ON PAGES 39 - 39**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Consider and approve, execute, receive and file a renewal for (IFB 12-016/JW), Term Contract for Adulticides for the Jefferson County Mosquito Control District with Clarke Mosquito Control Products, Inc. for a third additional (1) one year renewal from June 1, 2015 to May 31, 2016.

**SEE ATTACHMENTS ON PAGES 40 - 40**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 11, 2015*

## ADDENDUMS

5. Consider and approve award, execute, receive and file a contract for (RFQ 14-054/DLC), Energy Performance Contracting Services for Ford Park with Schneider Electric Buildings Americas, Inc. in the amount of \$49,960.50.

SEE ATTACHMENTS ON PAGES 41 - 44

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

## COUNTY AUDITOR:

6. Consider and approve budget transfer – Road & Bridge Pct. 4 – equipment repairs.

114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$5,000.00	
114-0405-431-4018	ROAD MACHINERY	\$10,000.00	
114-0405-431-4014	SHARED EQUIPMENT MAINT.	\$1,500.00	
114-0402-431-3079	CRUSHED STONE		\$16,500.00

SEE ATTACHMENTS ON PAGES 45 - 45

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

7. Consider and approve budget amendment – Health & Welfare – additional cost purchase of two Expeditions instead of two Vans.

120-5074-441-6007	AUTOMOBILES	\$4,761.00	
120-5075-441-6007	AUTOMOBILES	\$4,761.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$9,522.00

SEE ATTACHMENTS ON PAGES 46 - 48

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

*Notice of Meeting and Agenda and Minutes  
May 11, 2015*

8. Regular County Bills – check #407087 through check #407362

**SEE ATTACHMENTS ON PAGES 49 - 57**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

9. Consider and possibly approve a Resolution for Jim Rich.

**SEE ATTACHMENTS ON PAGES 58 - 58**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

10. Receive and file executed Tax Abatement Agreement between Jefferson County, Texas and Total Petrochemicals & Refining USA and TOTAL PAR LLC.

**SEE ATTACHMENTS ON PAGES 59 - 123**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

11. Consider, possibly approve and authorize the County Judge to enter into discussions with the City of Beaumont concerning acquisition of Main Street from the KCS Railroad south to Franklin Street.

**SEE ATTACHMENTS ON PAGES 124 - 124**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 11, 2015*

12. Consider and possibly approve a Proclamation for The South East Texas Black Nurses Association 35th Chapter Anniversary and Nurse Honors Day.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY TREASURER:**

13. Consider and approve, execute, receive and file contract for (15-006/DC), Jefferson County Bank Depository Contract with Wells Fargo Bank, N.A.

**SEE ATTACHMENTS ON PAGES 125 - 200**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider and approve, execute, receive and file contract for (15-007/DC), Jefferson County District and County Clerk's Trust Funds Depository Contract with Wells Fargo Bank, N.A.

**SEE ATTACHMENTS ON PAGES 201 - 261**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

### LEGAL NOTICE Advertisement for Invitation for Bids

May 11, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Trash and Biomedical Waste Container Service for Jefferson County  
**BID NO:** IFB 15-011/JW  
**DUE DATE/TIME:** 11:00 AM CST, June 9, 2015  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1001 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 13<sup>th</sup> & May 20<sup>th</sup>, 2015

**IFB 15-011/JW**  
**Term Contract for Trash and Biomedical Waste Container Service**  
**for Jefferson County**  
**Bids due: 11:00 AM CST, Tuesday, June 9, 2015**

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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 – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	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 Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

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

**1.21 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.

**1.22 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.

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

**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
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, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 15-011/JW).

### Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. In the case of the County-furnished self-contained compactor, Contractor shall be responsible for maintenance required by normal use. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

When so instructed, Contractor shall furnish recycling containers in order to separate and salvage recyclable materials such as cardboard and computer paper. Contractor shall furnish a container to receive cardboard, to be baled, and shall furnish containers to receive computer paper. Cardboard baler will be furnished by others. Contractor shall be responsible only for the placement of the containers. Collection of the recyclable materials and the disposal of the same shall be the responsibility of the County, and the County shall reserve the option to collect or not collect recyclable cardboard and/or computer paper during the term of its agreement with the successful bidder.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

# 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 Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (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. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container Service 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

The quantities indicated on this Bid Form are **estimates** of the total quantity to be used during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete pickups, containers, and locations. Changes shall be made based on the unit prices bid.

### **Item I. Standard Waste Containers (10 cubic yards & under)**

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jack Brooks Regional Airport – Main Terminal</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Fuel Service</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Annex I</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Annex IV</b> 820 Neches, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	10 cu. yd.	5 days per wk	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	4 cu. yd.	2 days per wk	\$ _____
<b>Jefferson County Mosquito Control District</b> 8905 First Street, Beaumont, TX 77705 Contact Person: Kevin Sexton 409-719-5940	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County Women's Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	10 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item I. Standard Waste Containers (10 cubic yards & under) – Continued

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container Per Month
<b>Jefferson County – Service Center</b> 7789 Viterbo Road, Beaumont, TX 77705 Contact Person: David Fontenot 409-719-5937	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 1 Service Center</b> 20205 W. Hwy 90, China, TX 77613 Contact Person: Robbie Griffin 409-434-5430	1	4 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 2 Service Center</b> 7759 Viterbo Road, Suite # 1, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Mid-County Office Building</b> 7759 Viterbo Road, Beaumont, TX 77705 Contact Person: Mike Trahan 409-727-2173	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Precinct # 4 Justice of the Peace</b> 19217 FM 365, Beaumont, TX 77705 Contact Person: Charlotte Law 409-434-5460	1	6 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County - Precinct # 4 Service Center</b> 7780 Boyt Road., Beaumont, TX 77713 Contact Person: Kenneth Minkins 409-434-5400	1	4 cu. yd.	2 days per wk	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	10 cu. yd.	5 days per wk	\$ _____
<b>Ben J. Rogers Regional Visitors Center</b> 5055 IH-10 South, Beaumont, TX 77705 Contact Person: Kathi Hughes 409-842-0500	1	8 cu. yd.	1 day per wk	\$ _____
<b>Jefferson County – Sheriff’s Dept. Narcotics Division</b> 4640 Hangar Drive, Beaumont, TX, 77705 Contact Person: Chief Hobbs 409-726-2950	1	4 cu. yd.	1 day per wk	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### **Item II. Standard Waste Containers (Roll-Off)**

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	40 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Baseball Fields</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	2	20 cu. yd.	"Will Call"	\$ _____

### **Item III. Compactor (Roll-Off)**

County shall provide one self-contained compactor, approximately thirty cubic yards capacity, for the Jefferson County Correctional Facility. Successful Bidder shall transport this compactor to and from Correctional Facility and Disposal Facility, and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Jefferson County Airport – Maintenance Shop</b> Highway 69 South, Nederland, TX Contact Person: Duke Youmans 409-719-4961	1	30 cu. yd.	"Will Call"	\$ _____
<b>Jefferson County Correctional Facility</b> 5030 Hwy. 69 South, Beaumont, TX 77705 Contact Person: Chief Theriot 409-726-2520	1	30 cu. yd.	"Will Call"	\$ _____
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	30 cu. yd.	"Will Call"	\$ _____

### **Item IV. Container for Recycling Cardboard**

Location	Qty	Capacity	Frequency of Service	Price Per Haul
<b>Ford Park Arena</b> 5115 I-10 South, Beaumont, TX 77705 Contact Person: John Hughes 409-951-5401	1	8 cu. yd.	"Will Call"	\$ _____

**- BIDDER MUST RETURN THIS PAGE WITH OFFER -**

## Bid Form (Continued)

### Item V. Biomedical Waste Containers

Biomedical Waste Containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Capacity	Price per Container Per Haul	Price per Container Per Month
<b>Public Health Dept. (Beaumont) Annex II</b> 1295 Pearl Street, Beaumont, TX 77701 Contact Person: David Knight 409-835-8511	1	30 lb.	\$ _____	\$ _____
<b>Public Health Dept. (Port Arthur)</b> 246 Dallas Avenue, Port Arthur 77640 Contact Person: Wayne Morris 409-983-8380	1	30 lb.	\$ _____	\$ _____
<b>Jefferson County Regional Crime Laboratory</b> 5030 Hwy. 69 S., Suite 500, Beaumont, TX 77705 Contact Person: Linda Johnson 409-726-2577	6	30 lb.	\$ _____	\$ _____
<b>Jefferson County Employee Health</b> 215 Franklin Street, Beaumont, TX 77701 Contact Person: Leslie Little 409-784-5881	1	30 lb.	\$ _____	\$ _____
<b>Community Supervision - Port Arthur</b> 246 Dallas Avenue, Port Arthur, TX 77640 Contact Person: Jerry Johnson 409-983-8360	1	30 lb.	\$ _____	\$ _____
<b>Community Supervision – Beaumont</b> 820 Neches, Beaumont, TX 77701 Contact Person: Jerry Johnson 409-951-2200	1	30 lb.	\$ _____	\$ _____
<b>Jefferson County Women’s Center</b> 145 South 11 <sup>th</sup> Street, Beaumont, TX 77705 Contact Person: Kim Atkins 409-434-5470	1	30 lb.	\$ _____	\$ _____
<b>Minnie Rogers Juvenile Justice Center</b> 5326 Highway 69 South, Beaumont, TX 77705 Contact Person: Chief Cockrell 409-722-7474	1	30 lb.	\$ _____	\$ _____

**-BIDDER MUST RETURN THIS PAGE WITH OFFER-**

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

## Vendor References

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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>
1. Name of person doing business with local governmental entity.	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
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.	
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.	

***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 . . .

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

**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:  Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

Printed Name of HUB	Signature of Representative	Date
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**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 4 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Residence Certification/Tax Form

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

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

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

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

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

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

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

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

### Bid Affidavit

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

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

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

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

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Consent") is given on the 5th day of May, 2015, by Jefferson County, Texas ("Owner").

Bailey Architects, Inc (BAI) has entered into an asset purchase agreement ("Purchase Agreement") providing for, among other things, the sale of substantially all the assets and the business to Shepley Bulfinch Richardson & Abbott, Inc (SBRA).

Effective April 01, 2015 SBRA will continue the operation of BAI's business and the employees of BAI will become employees of SBRA.

Owner does hereby consent to the assignment of the Agreements by Bailey Architects, Inc. to Shepley Bulfinch Richardson and Abbott, and the assumption of the Agreements by SBRA. Owner hereby confirms that as of the date hereof, the Agreements are not in default, that all of Bailey Architects, Inc.'s obligations thereunder have been duly satisfied.

Owner agrees that copies of any notice to BAI permitted or required under the Agreements shall be sent to:

Shepley Bulfinch Richardson & Abbott, Inc.  
2 Seaport Lane  
Boston, MA 02210  
Attention: Edward P. Hughes, Vice President, CFO

This Consent shall become effective immediately upon approval of Jefferson County and signature of the County Judge.

**OWNER:**

Jefferson County, Texas

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

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

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

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

**CONTRACT RENEWAL FOR IFB 12-016/JW**  
**TERM CONTRACT FOR ADULTICIDES**  
**FOR THE JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT**

The County entered into a contract with Clarke Mosquito Control Products, Inc. for one (1) year, from June 4, 2012 to June 3, 2013, 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 (1) one year renewal from June 1, 2015 to May 31, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

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

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

CONTRACTOR:

Clarke Mosquito Control Products, Inc.  
Brian Irby -Regional Manager

Brian Irby (sr) 5/4/15  
(Name)



## Investment Grade Audit Agreement

This Investment Grade Audit Agreement ("Agreement") is by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Jefferson County, Texas ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures ("ECMs"), and project price for a comprehensive improvement program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions.

**Section A, General Terms and Conditions**  
**Section B, Audit Services**

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

**Jefferson County, Texas**

**Schneider Electric Buildings Americas, Inc.**

By _____	By _____
(Signature)	(Signature)
Print Name _____	Print Name _____
Title _____	Title _____
Date _____	Date _____



## Section A: General Terms and Conditions

### 1. Entire Agreement

This Agreement, and any documents incorporated by reference, constitute the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

### 2. Additional Services

Customer may request the addition of services, whereby, ESCO's compensation and scope of services shall be adjusted accordingly. Such changes in the Agreement shall be negotiated in good faith and authorized by written amendment to this Agreement signed by Customer and ESCO. The amendment to the Agreement must be fully executed by Customer and ESCO prior to any actual changes being implemented. Such additional services will become part of this Agreement and subject to the terms and conditions contained herein.

### 3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

### 4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

### 5. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Agreement or anything done in connection therewith, such as the use of any deliverable furnished hereunder, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price paid for the specific deliverable or service work performed that gives rise to the claim on which such liability is based.

**6. Governing Law**

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facility is located, without regard to its choice of law provisions.

**7. Ownership of Work Products**

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.

Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO as referenced in this Section A:3.



## Section B: Audit Services

### Customer agrees to provide the following:

- A. Complete access (not to interfere with facility events and operations) (we accept) to Customer's **Ford Park** Facilities for ESCO to perform the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.;
- B. Access to key personnel to discuss operating requirements; and
- C. The loan of building plans for the purpose of facilitating understanding of the facility characteristics and the current sequences of operation.

### ESCO will provide Customer with the following:

- A. A list of energy conservation measures planned for each facility that will include:
  - B. Site survey
  - C. Gather utility data and analyse utility rates
  - D. Determine energy baseline
  - E. Model current building conditions
  - F. Recommend ECMs (Energy Conservation Measures)
  - G. Design/Engineer ECMs
  - H. Model/estimate energy use post-ECM
  - I. Calculate savings and rebate potential
- J. Engage contractors (Subject to Client Approval as Directed) we accept, however, contractors must comply with Schneider Electric subcontractor agreements
- K. Finalize SOW (scope of work)
- L. Finalize turnkey pricing
- M. A description of how the energy conservation measures would interact with the existing equipment in the facilities;
- N. Financial analysis of the effect on annual cash flow by the energy conservation measures;
- O. Guaranteed energy services contract for the facilities;
- P. Utility analysis demonstrating effect of installed energy conservation measures;
- Q. Performance Assurance Support Services (PASS) Plan for the facilities; and
- R. Project pricing for a turnkey installation of the proposed project scope that shall be firm for sixty (60) days.

Customer is under no payment obligation for the Agreement if Customer executes a guaranteed performance-based building improvement program with ESCO within forty-fivethirty (4530) we accept days after receiving the Investment Grade Audit Report;

Should the Customer decide not to execute a Performance Contract, Customer agrees to pay ESCO \$49,960,5064,579.48 we accept for the Investment Grade Audit service within forty-fivethirty (4530) days after receiving the Investment Grade Audit documents. This cost is equivalent to .19 cents per square foot audited. The square footage to be audited is 342,696,402,042 sq. ft. we accept Due to the large amount of open air facilities and parking area, the Contract amount is calculated on 262,960,339,892 sq.



EVERETTE "BO" ALFRED  
 COUNTY COMMISSIONER  
 PRECINCT 4  
 P. O. Box 4025  
 Beaumont, Texas 77704-4025

MARIO WATKINS  
 Executive Assistant

KENNETH MINKINS  
 Superintendent  
 Precinct 4 – Service Center

## MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct # 4

Date: April 30, 2015

RE: Transfer Funds

Please transfer funds **from** account # 114-0402-431.30-79 (Crushed Stone) **into** the following accounts for the purpose of equipment repairs.

- **\$5,000** to account # 114-0405-431.40-08 (Automobiles and Trucks); and
- **\$10,000** to account # 114-0405-431.40-18 (Road Machinery); and
- **\$1,500** to account # 114-0405-431.40-14 (Shared Equipment Maint.)

Thank you.

EA/nr

**Fran Lee**

**From:** Essline Knox <eknox@co.jefferson.tx.us>  
**Sent:** Wednesday, May 06, 2015 10:30 AM  
**To:** 'Fran Lee'  
**Cc:** austin@co.jefferson.tx.us  
**Subject:** FW: 2 NEW QUOTES  
**Attachments:** JEFFERSON CO T 250 HEALTH & WELLNESS DEPT 8 PASS # 2.xls; JEFFERSON CO U1F HEALTH & WILLNESS.xls

Ms. Fran Lee,

Please put a request to purchase two new vehicles (Ford Expedition) on the agenda for Commissioner's Court on Monday, May 11, 2015.

Attached are the quotes that were sent from David Fontenot in the Service Dept.

Please feel free to call me if you have any questions.

Thanks,

*Essline Knox*

Social Services Supervisor  
 Jefferson County Public Health Dept. (Unit 1)  
 1295 Pearl Street  
 Beaumont, TX 77701  
 Phone: (409) 835-8772  
 Fax: (409) 839-2353  
 Email: [eknox@co.jefferson.tx.us](mailto:eknox@co.jefferson.tx.us)

**From:** David Fontenot [<mailto:dfontenot@co.jefferson.tx.us>]  
**Sent:** Wednesday, May 06, 2015 10:19 AM  
**To:** [eknox@co.jefferson.tx.us](mailto:eknox@co.jefferson.tx.us)  
**Subject:** Fwd: 2 NEW QUOTES

Additional Amount for Expedition .  
 120-5074-441-6007 4,761  
 120-5075-441-6007 4,761  
 120-9999-415-9999 (9,522)

There are 2 quotes. You want the quote on the Expeditions. I believe that's the second quote.

These are ready for delivery.

\$30k each

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

**From:** "Ken Durbin" <[kdurbin.cowboyfleet@gmail.com](mailto:kdurbin.cowboyfleet@gmail.com)>  
**Sent:** 4/30/2015 10:49:42 AM  
**To:** "David Fontenot" <[DFONTENOT@co.jefferson.tx.us](mailto:DFONTENOT@co.jefferson.tx.us)>  
**Subject:** 2 NEW QUOTES





NAME	AMOUNT	CHECK NO.	TOTAL	
JURY FUND				
TRI-CITY COFFEE SERVICE	376.58	407219	376.58**	
ROAD & BRIDGE PCT.#1				
APAC, INC. - TROTTI & THOMSOM	3,200.52	407130	8,872.39**	
CARQUEST AUTO PARTS # 96	542.90	407141		
MUNRO'S	34.00	407181		
SMART'S TRUCK & TRAILER, INC.	383.46	407203		
SOUTHEAST TEXAS WATER	13.84	407205		
TRI-CON, INC.	3,438.83	407218		
WASTE MGT. GOLDEN TRIANGLE, INC.	67.25	407223		
SOUTHERN TIRE MART, LLC	70.00	407234		
FASTENAL	27.56	407239		
EDDIE ARNOLD	553.95	407266		
HLAVINKA EQUIPMENT COMPANY	28.13	407284		
SPANKY'S WRECKER SERVICE INC	375.00	407313		
SHOPPA'S FARM SUPPLY	136.95	407348		
ROAD & BRIDGE PCT.#2				
SUPERIOR TIRE & SERVICE	1,205.52	407127		3,126.68**
APAC, INC. - TROTTI & THOMSOM	993.70	407130		
CITY OF NEDERLAND	112.92	407144		
ENTERGY	5.92	407163		
JIFFY TROPHIES	17.75	407171		
MUNRO'S	18.45	407181		
OFFICE DEPOT	196.41	407186		
SETZER HARDWARE, INC.	34.33	407200		
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	407223		
WAUKESHA-PEARCE IND., INC.	424.70	407224		
ASCO	35.80	407324		
ROAD & BRIDGE PCT. # 3				
A&B OUTDOOR EQUIPMENT	43.35	407118	1,099.09**	
APAC, INC. - TROTTI & THOMSOM	425.60	407130		
BEAUMONT TRACTOR COMPANY	142.41	407139		
GULF COAST AUTOMOTIVE, INC.	13.79	407162		
ENTERGY	248.90	407163		
MUNRO'S	34.13	407181		
OFFICE DEPOT	10.79	407186		
PHYSICIAN SALES & SERVICE, INC.	357.72	407190		
TRIANGLE ENGINE DIST.	78.99	407217		
TEXAS GAS SERVICE	164.40	407258		
WINDSTREAM	46.55	407279		
FRED MILLER'S OUTDOOR EQUIPMENT LLC	15.90	407355		
TEXAS RURAL LEADERSHIP PROGRAM	232.00	407360		
ROAD & BRIDGE PCT.#4				
APAC, INC. - TROTTI & THOMSOM	2,747.55	407130		6,712.57**
BEAUMONT FRAME & FRONT END	252.60	407138		
BEAUMONT ENTERPRISE	138.32	407152		
ENTERGY	12.54	407163		
MUNRO'S	72.93	407181		
OFFICE DEPOT	29.99	407186		
WASTE MGT. GOLDEN TRIANGLE, INC.	64.17	407223		
WAUKESHA-PEARCE IND., INC.	92.89	407224		
W. JEFFERSON COUNTY M.W.D.	111.74	407225		
WHEELER TRUCK BODY EQUIPMENT	37.50	407226		
EVERETT D ALFRED	57.31	407257		
GRIMCO, INC.	592.51	407270		
LANSLOWNE-MOODY CO	375.94	407278		
DRAGO SUPPLY	242.96	407295		
ON TIME TIRE	64.00	407312		
SOUTHEAST TEXAS PARTS AND EQUIPMENT	23.66	407339		
GCR TIRES & SERVICE	1,510.96	407344		
1800RADIATOR & AC	285.00	407350		
ENGINEERING FUND				

NAME	AMOUNT	CHECK NO.	TOTAL
BRADLEY STAFFORD	306.00	407318	306.00**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	93.27	407143	
ENTERGY	9.15	407163	
JIFFY TROPHIES	12.50	407171	
AT&T	28.99	407206	
W. JEFFERSON COUNTY M.W.D.	52.26	407225	
DRAGO SUPPLY	106.08	407295	302.25**
GENERAL FUND			
TAX OFFICE			
SOUTHEAST TEXAS WATER	289.45	407205	
AT&T	101.52	407206	
CDW COMPUTER CENTERS, INC.	193.03	407240	
UNITED STATES POSTAL SERVICE	777.67	407247	
UNITED STATES POSTAL SERVICE	22.66	407248	1,384.33*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	125.00	407137	
PINNACLE EMPLOYEE TESTING	195.00	407191	
UNITED STATES POSTAL SERVICE	1.22	407247	321.22*
AUDITOR'S OFFICE			
OFFICE DEPOT	359.18	407186	
UNITED STATES POSTAL SERVICE	4.54	407247	363.72*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	26.50	407174	
OFFICE DEPOT	104.56	407186	
UNITED STATES POSTAL SERVICE	304.05	407247	
UNITED STATES POSTAL SERVICE	48.16	407248	
WESTERN MICROGRAPHICS & IMAGING	88.56	407311	
INFORMATION MANAGEMENT SERVICES	2,795.00	407325	3,366.83*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	407157	
CATHERINE BRUNEY	500.00	407167	
KEVIN PAULA SEKALY PC	500.00	407199	
UNITED STATES POSTAL SERVICE	4.20	407247	
J.T. HAYNES	500.00	407275	
JEFF R BRANICK	678.85	407281	
GRACE NICHOLS	500.00	407288	
KOBY HOFFPAUIR	500.00	407303	
JOSHUA C HEINZ	500.00	407316	
ANDREW P GERTZ	500.00	407358	4,583.05*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.03	407247	2.03*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	221.66	407247	221.66*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	851.36	407187	851.36*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	5.18	407247	5.18*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,729.36	407131	

NAME	AMOUNT	CHECK NO.	TOTAL
OLMSTED-KIRK PAPER	1,174.00	407187	
PHYSICIAN SALES & SERVICE, INC.	2,339.60	407190	
TIME WARNER COMMUNICATIONS	2,447.01	407214	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	407215	
INTERFACE EAP	1,725.90	407232	
VERIZON WIRELESS	303.92	407243	
DYNAMEX INC	204.34	407333	
SPOK INC	3.00	407345	
			12,627.13*
DATA PROCESSING			
GUARDIAN FORCE	36.00	407120	
GRAYBAR ELECTRIC COMPANY, INC.	104.97	407160	
OFFICE DEPOT	208.09	407186	
CDW COMPUTER CENTERS, INC.	126.39	407240	
TIGER DIRECT.COM	62.52	407289	
SPOK INC	12.06	407345	
			550.03*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	525.22	407125	
HART INTER CIVIC	75.14	407165	
M&D SUPPLY	49.41	407175	
UNITED STATES POSTAL SERVICE	178.83	407247	
A. RIFKIN COMPANY	41.94	407264	
			870.54*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	14,200.00	407168	
CASH ADVANCE ACCOUNT	240.00	407170	
CDW COMPUTER CENTERS, INC.	212.43	407240	
UNITED STATES POSTAL SERVICE	296.83	407247	
UNITED STATES POSTAL SERVICE	1.17	407248	
PCM-G	14,235.00	407290	
			29,185.43*
DISTRICT CLERK			
GOLD CREST ELECTRIC CO., INC.	1,070.16	407158	
MOORE SUPPLY, INC.	215.07	407180	
OFFICE DEPOT	67.38	407186	
UNITED STATES POSTAL SERVICE	281.96	407247	
			1,634.57*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,166.50	407134	
DONALD W. DUESLER & ASSOC.	8,333.00	407148	
EDWARD B. GRIPON, M.D., P.A.	595.00	407161	
JIMMY D. HAMM	600.00	407164	
CASH ADVANCE ACCOUNT	702.83	407170	
MARSHA NORMAND	8,333.00	407183	
BRUCE N. SMITH	800.00	407204	
UNITED STATES POSTAL SERVICE	15.65	407247	
JAMES R. MAKIN, P.C.	12,184.22	407302	
C. HADEN CRIBBS JR., PC	8,333.00	407310	
			44,063.20*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.22	407247	
			1.22*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	407247	
			.81*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.22	407247	
			1.22*
252ND DISTRICT COURT			
DAVID W BARLOW	4,166.50	407134	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	407135	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	10,000.00	407136	
MIKE VAN ZANDT	8,333.00	407221	

NAME	AMOUNT	CHECK NO.	TOTAL
BRACK JONES JR.	8,333.33	407235	
UNITED STATES POSTAL SERVICE	85.73	407247	
SHEIGH SUMMERLIN	8,333.33	407272	
279TH DISTRICT COURT			39,501.89*
LAIRO DOWDEN, JR.	185.00	407147	
ANITA F. PROVO	375.00	407193	
UNITED STATES POSTAL SERVICE	.41	407247	
GLEN M. CROCKER	185.00	407249	
ANTOINETTE BRADLEY	500.00	407260	
STEFANIE L. ADAMS, ATTORNEY AT LAW	225.00	407301	
GORDON D. FRIESZ	500.00	407304	
C. HADEN CRIBBS JR., PC	325.00	407309	
BRYAN E MCEACHERN PC	250.00	407334	
TARA SHELANDER	650.00	407341	
SARAH FRASHER	500.00	407349	
LAW OFFICE OF J SCOTT FREDERICK	500.00	407354	
317TH DISTRICT COURT			4,195.41*
CLERK - SUPREME COURT OF TEXAS	330.00	407208	
CLERK - SUPREME COURT OF TEXAS	235.00	407209	
THOMAS STANSBURY	118.45	407361	
JUSTICE COURT-PCT 1 PL 1			683.45*
CDW COMPUTER CENTERS, INC.	851.02	407240	
UNITED STATES POSTAL SERVICE	18.99	407247	
JUSTICE COURT-PCT 6			870.01*
UNITED STATES POSTAL SERVICE	42.87	407247	
JUSTICE OF PEACE PCT. 8			42.87*
UNITED STATES POSTAL SERVICE	263.69	407248	
COUNTY COURT AT LAW NO.1			263.69*
OFFICE DEPOT	247.27	407186	
UNITED STATES POSTAL SERVICE	.41	407247	
COUNTY COURT AT LAW NO. 2			247.68*
TRAVIS EVANS	300.00	407153	
UNITED STATES POSTAL SERVICE	33.26	407247	
THE DAWS LAW FIRM PLLC	250.00	407337	
SAMUEL & SON LAW FIRM PLLC	300.00	407347	
COUNTY COURT AT LAW NO. 3			883.26*
UNITED STATES POSTAL SERVICE	19.08	407247	
THE PARKER LAW FIRM	300.00	407294	
COURT MASTER			319.08*
JUDGE LARRY GIST	3,134.90	407156	
HAROLD PLESSALA	2,900.00	407192	
UNITED STATES POSTAL SERVICE	1.29	407247	
MEDIATION CENTER			6,036.19*
BEAUMONT TROPHIES	480.35	407140	
SOUTHEAST TEXAS WATER	29.80	407205	
UNITED STATES POSTAL SERVICE	4.47	407247	
ALTERNATIVE SCHOOL			514.62*
SCOOTER'S LAWNMOWERS	999.99	407198	
SHERIFF'S DEPARTMENT			999.99*

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	108.00	407120	
FED EX	125.94	407154	
KAY ELECTRONICS, INC.	401.54	407172	
OFFICE DEPOT	4,425.48	407186	
HENRY SCHEIN, INC.	134.29	407197	
AT&T	62.36	407206	
WASTE MGT. GOLDEN TRIANGLE, INC.	241.15	407223	
KEESHA GUILLORY	300.00	407237	
UNITED STATES POSTAL SERVICE	1,441.91	407247	
CHILD ABUSE & FORENSIC SERVICES	2,754.00	407250	
RITA HURT	275.00	407307	
TRANSUNION RISK AND ALTERNATIVE	1,425.00	407352	
ALVIN POLICE DEPARTMENT	300.00	407356	
CRIME LABORATORY			11,994.67*
GUARDIAN FORCE	153.00	407120	
ABACUS DIAGNOSTIC, INC.	1,350.00	407126	
FISHER SCIENTIFIC	482.43	407155	
SANITARY SUPPLY, INC.	46.02	407196	
HENRY SCHEIN, INC.	118.90	407197	
VERIZON WIRELESS	241.96	407244	
MIRELES TECHNOLOGIES, INC.	596.00	407252	
RDB SERVICES	500.00	407308	
EPPENDORF NORTH AMERICA INC	538.90	407314	
J J KELLER	40.00	407338	
JAIL - NO. 2			3,975.17*
MARK'S PLUMBING PARTS	222.23	407117	
JOHNSTONE SUPPLY	918.10	407122	
W.W. GRAINGER, INC.	251.06	407159	
ENTERGY	33,004.13	407163	
HERNANDEZ OFFICE SUPPLY, INC.	2,364.73	407166	
JACK BROOKS REGIONAL AIRPORT	1,650.79	407169	
M&D SUPPLY	27.04	407175	
SANITARY SUPPLY, INC.	3,606.18	407196	
SCOOTER'S LAWNMOWERS	959.97	407198	
SHERWIN-WILLIAMS	20.95	407202	
SUTHERLAND LUMBER CO.	192.03	407210	
INTERCONTINENTAL JET CORP	1,454.22	407267	
BELT SOURCE	91.13	407276	
TEXAS AGRILIFE EXTENSION SERVICE	170.00	407286	
WORLD FUEL SERVICES	2,068.96	407293	
CONSTELLATION NEWENERGY - GAS DIVIS	3,645.60	407321	
CONMED INC	268,225.50	407322	
MATERA PAPER COMPANY INC	845.89	407326	
KROPP HOLDINGS INC	995.22	407328	
SHARE CORPORATION	2,176.06	407330	
JUVENILE PROBATION DEPT.			322,889.79*
FED EX	45.15	407154	
ELAINE MADOLE	50.60	407177	
CHERYL TARVER	80.50	407231	
UNITED STATES POSTAL SERVICE	16.57	407247	
SHANNA CITIZEN	138.00	407254	
LYNN BIERHALTER	112.13	407274	
SHARON STREETMAN	34.50	407277	
RASHUNDA FLETCHER	77.63	407287	
JOSH CUYOS	216.78	407340	
SPOK INC	48.24	407345	
MONDAI RUBIN	9.20	407357	
ROXANA MITCHELL	224.83	407362	
JUVENILE DETENTION HOME			1,054.13*
EPS	2,546.76	407149	
ENTERGY	6,580.36	407163	
AT&T	683.28	407206	
WASTE MGT. GOLDEN TRIANGLE, INC.	441.40	407223	
OAK FARM DAIRY	347.15	407236	
FLOWERS FOODS	200.58	407261	

NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	3,232.14	407262	
VANSCHUCA SANDERS-CHEVIS	1,000.00	407283	
CONSTABLE PCT 1			15,031.67*
COTTON CARGO	50.00	407145	
MANNINGS SCHOOL SUPPLY	19.95	407178	
UNITED STATES POSTAL SERVICE	20.76	407247	
CONSTABLE-PCT 4			90.71*
TRANSUNION RISK AND ALTERNATIVE	70.00	407352	
CONSTABLE-PCT 6			70.00*
UNITED STATES POSTAL SERVICE	13.22	407247	
COUNTY MORGUE			13.22*
AIR COMFORT, INC.	986.00	407121	
BJ TRANSPORT SERVICE, INC.	8,750.00	407133	
AI FILTER SERVICE COMPANY	23.60	407306	
AGRICULTURE EXTENSION SVC			9,759.60*
EMILEE BEAN	119.05	407329	
HEALTH AND WELFARE NO. 1			119.05*
TEXAS STATE BOARD OF PHARMACY	266.00	407216	
AUSTIN CECIL WALKES MD PA	2,932.58	407222	
UNITED STATES POSTAL SERVICE	86.98	407247	
ESSLINE KNOX	32.78	407299	
SPOK INC	22.86	407345	
HEALTH AND WELFARE NO. 2			3,341.20*
TEXAS STATE BOARD OF PHARMACY	266.00	407216	
AUSTIN CECIL WALKES MD PA	2,932.58	407222	
UNITED STATES POSTAL SERVICE	264.16	407248	
MARY STAGG	117.30	407259	
RANYSHA ROBERTS	12.08	407300	
SPOK INC	7.70	407345	
MAINTENANCE-BEAUMONT			3,599.82*
ECOLAB	209.95	407150	
W.W. GRAINGER, INC.	319.76	407159	
ENERGY	5,972.41	407163	
RALPH'S INDUSTRIAL ELECTRONICS	176.08	407195	
SANITARY SUPPLY, INC.	2,094.53	407196	
AT&T	972.38	407206	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,334.00	407223	
WHOLESALE ELECTRIC SUPPLY CO.	127.50	407228	
UNITED STATES POSTAL SERVICE	9.00	407247	
CENTERPOINT ENERGY RESOURCES CORP	399.83	407268	
QUINCY COMPRESSOR LLC	729.28	407343	
MAINTENANCE-MID COUNTY			12,344.72*
A&A EQUIPMENT	219.45	407116	
ALL STAR PLUMBING	177.50	407128	
CITY OF NEDERLAND	264.83	407144	
NOACK LOCKSMITH	98.00	407182	
RITTER @ HOME	8.97	407194	
ACE IMAGEWEAR	57.02	407201	
AT&T	686.03	407206	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	407223	
W. JEFFERSON COUNTY M.W.D.	69.91	407225	
LOWE'S HOME CENTERS, INC.	33.58	407251	
AIR SOLUTIONS	482.00	407263	
SERVICE CENTER			2,178.47*

NAME	AMOUNT	CHECK NO.	TOTAL
KINSEL FORD, INC.	445.70	407173	
M&D SUPPLY	71.94	407175	
PHILPOTT MOTORS, INC.	192.02	407189	
JEFFERSON CTY. TAX OFFICE	7.50	407242	
FIRST CALL	421.02	407255	
BUMPER TO BUMPER	208.36	407265	
UNIFIRST HOLDINGS INC	22.23	407291	
MIGHTY OF SOUTHEAST TEXAS	140.95	407305	
SPANKY'S WRECKER SERVICE INC	95.00	407313	
SUMMIT ELECTRIC SUPPLY	170.00	407320	
VETERANS SERVICE			1,774.72*
UNITED STATES POSTAL SERVICE	9.52	407247	
UNITED STATES POSTAL SERVICE	11.27	407248	
HILARY GUEST	123.94	407256	
			144.73*
			542,973.34**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	229.50	407119	
SUPERIOR TIRE & SERVICE	44.59	407127	
CITY OF NEDERLAND	48.47	407144	
JACK BROOKS REGIONAL AIRPORT	794.42	407169	
M&D SUPPLY	15.00	407175	
MUNRO'S	101.70	407181	
AT&T	29.89	407206	
TIME WARNER COMMUNICATIONS	69.81	407212	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	407223	
BREATH ALCOHOL TESTING			1,414.56**
CASH ADVANCE ACCOUNT	690.58	407170	
LAW LIBRARY FUND			690.58**
LEXISNEXIS MATTHEW BENDER	934.63	407253	
THOMSON REUTERS-WEST	250.44	407327	
EMPG GRANT			1,185.07**
CASH ADVANCE ACCOUNT	1,184.15	407170	
JUVENILE TJPC-A-2014-123			1,184.15**
CASH ADVANCE ACCOUNT	718.80	407170	
KESHA NIXON	237.48	407280	
OMNICARE SAN ANTONIO	129.75	407282	
SPOK INC	19.76	407345	
TANISHA GRIFFIN	133.40	407351	
279 JUVENILE DRUG COURT			1,239.19**
CATHERINE BRUNEY	4,500.00	407167	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	11,470.25	407245	
COMMUNITY SUPERVISION FND			15,970.25**
CASH ADVANCE ACCOUNT	1,449.55	407170	
OFFICE DEPOT	1,750.62	407186	
PAMELA G. STEWART	444.99	407207	
UNITED STATES POSTAL SERVICE	130.74	407247	
UNITED STATES POSTAL SERVICE	268.13	407248	
JCCSC	288.00	407298	
JEFF. CO. WOMEN'S CENTER			4,332.03**
CITY OF BEAUMONT - WATER DEPT.	811.90	407142	
EFFICIENT SYSTEMS, INC.	2,700.00	407151	
KIM MCKINNEY, LPC, LMFT	75.00	407179	
OFFICE DEPOT	677.80	407186	
SYSCO FOOD SERVICES, INC.	810.87	407211	
TIME WARNER COMMUNICATIONS	31.74	407213	

NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	753.57	407262	
CENTERPOINT ENERGY RESOURCES CORP	269.30	407268	
SAM'S CLUB DIRECT	321.04	407317	
SPOK INC	16.41	407345	
HIGGINBOTHAM INSURANCE AGENCY INC	2,059.00	407353	8,526.63**
COUNTY CLERK - RECORD MGT			
AT&T	111.17	407206	
MANATRON	1,980.00	407285	2,091.17**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	1,554.00	407241	1,554.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.41	407247	
READYDOCK INC	104.44	407332	104.85**
UNCLAIMED FUNDS MGMT FUND			
SUSAN OLIVER	40.00	407129	40.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	276.24	407124	
D&S SIGN & SUPPLY, INC.	839.50	407132	
CITY OF BEAUMONT - WATER DEPT.	115.27	407142	
MUNRO'S	39.25	407181	
OFFICE DEPOT	73.39	407186	
AT&T	172.44	407206	
TRI-CITY COFFEE SERVICE	43.90	407219	1,559.99**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	407331	10,500.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,671.00	407123	
BASCO CONSTRUCTION INC	4,587.20	407323	6,258.20**
AIRPORT FUND			
A&A EQUIPMENT	1,514.00	407116	
CITY OF NEDERLAND	621.87	407144	
DISCOVERY INFORMATION TECHNOLOGIES	150.00	407146	
FED EX	67.60	407154	
W.W. GRAINGER, INC.	240.54	407159	
OFFICE DEPOT	277.83	407186	
OSHKOSH	1,391.59	407188	
SANITARY SUPPLY, INC.	408.59	407196	
TRI-CON, INC.	876.34	407218	
TRONAIR	1,248.00	407220	
WASTE MGT. GOLDEN TRIANGLE, INC.	243.42	407223	
WHITE TUCKER COMPANY INC	19.39	407227	
WORTH HYDROCHEM	120.00	407229	
ZEE MEDICAL SERVICE	315.47	407230	
GARSITE	250.56	407233	
UNITED STATES POSTAL SERVICE	8.93	407247	
LOWE'S HOME CENTERS, INC.	139.85	407251	
UNIFIRST HOLDINGS INC	97.70	407291	
CRAWFORD ELECTRIC SUPPLY COMPANY	730.07	407319	
ITA TRUCK SALES & SERVICE LLC	415.76	407342	
EASTERN AVIATION FUELS INC	67,112.97	407346	76,709.52**
SUPPLYWORKS	459.04	407359	
AIRPORT IMPROVE. GRANTS			
GARVER LLC	6,970.00	407296	6,970.00**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.	TOTAL
STANDARD INSURANCE COMPANY	20,277.37	407271	
RELIANCE STANDARD LIFE INSURANCE	5,797.34	407273	
CHLIC-CHICAGO	63,624.85	407292	
COMPASS PROFESSIONAL HEALTH SERVICE	6,310.00	407335	
SA BENEFITS SERVICES LLC	38,491.00	407336	
			134,500.56**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	21,861.61	407269	
			21,861.61**
SHERIFF'S FORFEITURE FUND			
W.W. GRAINGER, INC.	319.28	407159	
3 L PRINTING	25.00	407297	
			344.28**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,405.00	407087	
CLEAT	306.00	407088	
JEFFERSON CTY. TREASURER	19,380.49	407089	
RON STADTMUELLER - CHAPTER 13	1,917.50	407090	
INTERNAL REVENUE SERVICE	300.00	407091	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	407092	
JEFFERSON CTY. COMMUNITY SUP.	10,588.72	407093	
JEFFERSON CTY. TREASURER - HEALTH	426,518.02	407094	
JEFFERSON CTY. TREASURER - GENERAL	35.00	407095	
JEFFERSON CTY. TREASURER - PAYROLL	1,620,577.18	407096	
JEFFERSON CTY. TREASURER - PAYROLL	639,568.18	407097	
JEFFERSON CTY. TREASURER	110.61	407098	
MONY/MLOA	231.74	407099	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,179.61	407100	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.77	407101	
JEFFERSON CTY. TREASURER - TCDRS	615,493.19	407102	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,831.65	407103	
JEFFERSON COUNTY TREASURER	2,718.47	407104	
JEFFERSON COUNTY - TREASURER -	6,429.79	407105	
NECHES FEDERAL CREDIT UNION	60,843.63	407106	
JEFFERSON COUNTY - NATIONWIDE	52,211.48	407107	
TENNESSEE CHILD SUPPORT	115.38	407108	
SBA - U S DEPARTMENT OF TREASURY	168.49	407109	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	407110	
ECMC	233.47	407111	
WILLIAM E HEITKAMP	720.72	407112	
JOHN TALTON	2,367.69	407113	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	407114	
COLLEGE ASIST	126.53	407115	
			3,483,740.39**
GUARDIANSHIP FEE			
JOHN E MACEY	200.00	407176	
			200.00**
ORCA - IKE			
MK CONSTRUCTORS	53,472.85	407315	
			53,472.85**
CNTY & DIST COURT TECH FD			
CDW COMPUTER CENTERS, INC.	975.14	407240	
			975.14**
MARINE DIVISION			
TED'S UPHOLSTERY	3,840.00	407238	
			3,840.00**
			4,403,033.92***



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2015, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following RESOLUTION was adopted:

**WHEREAS, JIM RICH**, has served the citizens of Jefferson County for over 15 years with the Beaumont Chamber of Commerce; and

**WHEREAS, JIM RICH**, graduated from the University of Pittsburg in 1972 with a Bachelor of Arts Degree in Political Science & History, from Kent State University in 1974 with a Masters of Arts degree in Sociology and from the University of Southern California in 1987 with a Master degree in Public Administration and also completed additional professional development studies at Princeton University and the Economic Development Institute at the University of Oklahoma. He began his career with the Federal Bureau of Prisons, retiring after 25 years at his last assignment as First Administrative Warden of the Beaumont Federal Correctional Complex;

**WHEREAS, JIM RICH**, in his position with the Beaumont Federal Correctional Complex served on the Board of Directors for the Greater Beaumont Chamber of Commerce in 1998 & 1999 and then after retiring from the Beaumont Federal Correctional Complex, joined the Beaumont chamber staff as Vice President for Economic Development and then became President in April of 2001; and

**WHEREAS, JIM RICH** is retiring from his second career with the Greater Beaumont Chamber of Commerce in June of this year; and is being honored at a gala banquet Tuesday, May 12, 2015 by Quota International of Southeast Texas as their PERSON OF THE YEAR for 2014; and

**WHEREAS, JIM RICH** has made a significant contribution to the economic development & quality of life of the citizens of Jefferson County and has worked tirelessly in the last 15 years to develop a "Regional Concept" for the various communities that make up Southeast Texas and is recognized by the citizens of Jefferson County for his endeavors to impact the economic development & quality of life for the whole area known as Southeast Texas and thus will be missed (but hopefully for not too long?) by his friends and colleagues.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **JIM RICH** for his dedicated service to the Greater Beaumont Chamber of Commerce, congratulate him on his retirement and wish him well in all his future endeavors.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**Judge Jeff Branick**  
County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

COMMISSIONERS' COURT

Agenda

May 11, 2015

Receive and file executed Tax Abatement Agreement between Jefferson County, Texas and Total Petrochemicals & Refining USA and TOTAL PAR LLC.

The logo for Norton Rose Fulbright, featuring a stylized red triangle above the company name in red capital letters.

Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010-3095  
United States

**Stephen A. Kuntz**

**Partner**

Direct line +1 713 651 5241

stephen.kuntz@nortonrosefulbright.com

Tel +1 713 651 5151

Fax +1 713 651 5246

nortonrosefulbright.com

April 30, 2015

**BY FEDERAL EXPRESS**

Mr. Fred Jackson  
Assistant to The Honorable Jeff Branick  
County Judge  
Jefferson County, Texas  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

Re: Tax Abatement Agreement dated April 20, 2015, between Jefferson County, Texas (the "County"), and Total Petrochemicals & Refining USA, Inc. and TOTAL PAR LLC (the "Agreement")

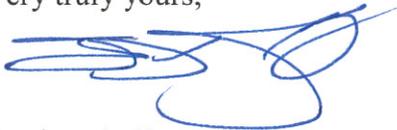
Dear Fred:

Enclosed is the County's fully-executed original of the Agreement.

We very much appreciate the County Judge's and your assistance and the Commissioners Court's consideration and approval of the Agreement.

If you have any questions or need anything further, please do not hesitate to call me at (713) 651-5241.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Stephen A. Kuntz".

Stephen A. Kuntz



STATE OF TEXAS                   §  
    §  
 COUNTY OF JEFFERSON         §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as this "AGREEMENT") is made and entered into by and between Jefferson County, Texas (hereinafter sometimes referred to as the "COUNTY"), and Total Petrochemicals & Refining USA, Inc. and TOTAL PAR LLC (hereinafter sometimes referred to collectively as "OWNER," and with the COUNTY are sometimes referred to collectively as the "Parties").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the TPRI/TPAR-BTP Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 23, 2015 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" – "Description of Project" attached hereto and which will involve construction of a new ethylene plant facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COUNTY wishes to encourage OWNER to select Jefferson County, Texas, as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the TPRI/TPAR-BTP Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "D" – "Reinvestment Zone". It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the PROJECT, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of OWNER.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE TPRI/TPAR-BTP REINVESTMENT ZONE, WHICH ADOPTED THE TPRI/TPAR-BTP REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, and notwithstanding any provision of this Agreement to the contrary, BASF TOTAL Petrochemicals LLC (a limited liability company owned by Total Petrochemicals & Refining USA, Inc., BASF Corporation, and Tradewinds Chemicals Corporation) is not an Affiliate of OWNER on January 1, 2015, or on the Effective Date.

“Base Year Value” means the taxable value of all industrial realty improvements owned by OWNER and/or its Affiliates within Jefferson County, Texas, on January 1 preceding the execution of this AGREEMENT (such Affiliates being set forth on Exhibit “G” – “Affiliates of Owner as of January 1, 2015”). OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by OWNER and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of this AGREEMENT for use in preparing the schedule to be attached as Exhibit “C” – “Base Year Value” to this AGREEMENT specifying the Base Year Value for all purposes of this AGREEMENT. The Base Year Value may be adjusted as provided in Section 9.

“Base Year”, for the Parties to this AGREEMENT, is defined as the calendar year in which this AGREEMENT is executed (signed) by all Parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the Effective Date (as defined in Section 4) of this AGREEMENT. During the construction phase of the New Eligible Property, OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g., foreign manufactured catalysts), feed stocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined each tax year by deducting from the market value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that tax year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is ten percent (10%) of the total investment in the PROJECT (the “Intended Maximum”), though that number could change as current estimated PROJECT costs are refined. It is understood that the COUNTY would not have agreed to the abatement percentages if it were known that the actual exempt property claimed to the TCEQ by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims to the TCEQ an amount in excess of the Intended Maximum (such amount, the “Exempt Property Excess”), the percentage of abatement described in the applicable “Tax Abatement Schedule” set forth in Exhibit “B” – “Tax Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in COUNTY tax revenue during the Abatement period under this AGREEMENT which results from the Exempt Property Excess. It is understood and agreed that OWNER will not claim to the TCEQ a tax exemption for any equipment or portion of the PROJECT facilities which merely reduces the pollution characteristics of the finished product produced by the PROJECT facilities and that such an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the PROJECT facilities.

“Completion” as used herein, shall mean the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job” shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not transferred from another area of the State of Texas, is not created to replace a previous employee, is covered by a group health benefit plan, and pays at least 110%

of the county average weekly wage for manufacturing jobs in Jefferson County, Texas, as computed by the Texas Workforce Commission.

“Payment in Lieu of Taxes”: If, during the period of the Abatement under this AGREEMENT, any Federal or State law provides an additional property tax exemption for the property that is already the subject of such Abatement and such additional property tax exemption affords OWNER an exemption for any value of such property that is not exempt as a result of such Abatement, OWNER agrees to decline such property tax exemption during the period of such Abatement. If OWNER is unable to decline such property tax exemption, OWNER agrees to pay the taxes, or payment in lieu of taxes, in an amount equal to the reduction of property tax revenue to the COUNTY that is the result of such property tax exemption. Any payment in lieu of taxes shall be due on or before November 15 of the tax year in which such reduction in property tax revenue to the COUNTY occurs.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both Parties (which date is herein referred to as the "Effective Date"). The term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2019, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2018, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year determined in accordance with Section 4 and the applicable “Tax Abatement Schedule” set forth in Exhibit “B”, OWNER shall comply with the following:

- (a) As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter of 2019), maintain a level of not less than 45 new full-time jobs, using headcount as of January 1, 2015, as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however, that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 45 full-time jobs for total on-site employment by OWNER relating to the PROJECT during said remaining term. In the event that such employment falls below 45 full-time jobs for total on-site employment by OWNER relating to the PROJECT during any tax year of such remaining term, the Abatement for such tax year shall be reduced proportionate to such employment decline per the example calculation cited below where:

A1 = initial Abatement \$'s  
 A2 = revised Abatement \$'s  
 E1 = 45 full-time jobs  
 E2 = revised full-time jobs employee count  
 $A2 = A1 \times (E2/E1)$ ;

- (b) Report and certify the requisite full-time jobs levels to the COUNTY annually during each tax year under this AGREEMENT after the tax year during which Completion of the PROJECT is attained;
- (c) Construct the PROJECT with a currently estimated investment in excess of approximately \$1,603,000,000.00;
- (d) Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER will provide the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- (e) Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the Completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- (f) Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the Abatement period under this AGREEMENT. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) (A) “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, Texas, as well as the Bolivar Peninsula area of Galveston County, Texas;
  - (B) “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County, Texas; and
  - (C) “Local subcontractors” shall include only those located or having a principal office in Jefferson County, Texas.
  - (ii) OWNER agrees to give preference and priority to qualified local manufacturers, suppliers, vendors, contractors, and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’s annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this AGREEMENT, of persons receiving property tax abatements to favor qualified local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the

percentage of the Abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- (iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
- (g) Report and certify to the COUNTY quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- (h) Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT;
- (i) Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the Abatement period under this AGREEMENT by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this AGREEMENT.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this AGREEMENT. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a current list of same is attached hereto as Exhibit "E" – "List of HUB/ DBE

Companies”. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- (A) Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify qualified local and HUB/DBE vendors, suppliers and sub-contractors;
- (B) Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- (C) Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the PROJECT as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- (D) Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to qualified local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- (E) Include a provision in OWNER’s contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of qualified union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors.

## 6. VALUE OF ABATEMENT

During the term of this AGREEMENT, and beginning with the tax year 2019, the period of the Abatement and the Abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property will be determined as set forth on the attached Exhibit “B” – “Tax Abatement Schedule”.

The Abatement during each tax year during such period of the Abatement under this AGREEMENT shall be the value attributable to the PROJECT multiplied by the applicable Abatement percentage set forth on the applicable Abatement Schedule determined as set forth

on the attached Exhibit "B" – "Tax Abatement Schedule", adjusted by the Base Year Value adjustment for such tax year, if any, as provided in Section 9.

## 7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## 8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined for each tax year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## 9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property owned by OWNER and/or its Affiliates as of January 1, 2015 (such Affiliates being set forth on Exhibit "G" – "Affiliates of Owner as of January 1, 2015"), and such certified values shall be set forth on the attached Exhibit "C" – "Base Year Value" and the values set forth on such Exhibit "C" shall be used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year for which OWNER is entitled to an Abatement under this AGREEMENT the Taxable Value of Eligible Property (including New Eligible Property) owned by OWNER and/or its Affiliates as of such January 1<sup>st</sup> is less than the Base Year Value, then the Abatement of value otherwise available under this AGREEMENT shall be reduced by one dollar for each dollar that such Taxable Value is less than the Base Year Value, except that no such reduction of OWNER's Abatement shall be made should any reduction to the Taxable Value of such Eligible Property results from a Force Majeure Event (as defined in Section 11).

The COUNTY acknowledges that in their Application for Tax Abatement, OWNER advised the COUNTY (i) that a limited liability company or other legal entity may be formed or used by one or both of OWNER to own, construct and operate the PROJECT, and (ii) that such entity may be owned jointly by one or both of OWNER and an unrelated entity who will be a joint venturer in the PROJECT and in such event, this AGREEMENT will be assigned or otherwise transferred or allocated to such newly-formed entity (a "Joint Venture Entity"). The Parties agree that if this AGREEMENT is assigned or otherwise transferred or allocated to a

Joint Venture Entity and such Joint Venture Entity is not an Affiliate of OWNER, then OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the Joint Venture Entity and/or its Affiliates and the taxable value thereof on January 1 preceding the date this AGREEMENT is assigned or otherwise transferred or allocated to such Joint Venture Entity for use in preparing a new schedule to be attached as Exhibit "C" – "Base Year Value" to this AGREEMENT specifying the Base Year Value for all purposes of this AGREEMENT, which new schedule shall replace and be substituted for the Exhibit "C" – "Base Year Value" that was attached to this AGREEMENT prior to the date this AGREEMENT is assigned or otherwise transferred or allocated to such Joint Venture Entity.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY for any tax year solely by reason of its participation in a foreign trade zone, then to the extent that the COUNTY is not made whole for such reduction through payments in lieu of taxes or otherwise, the amount of any Abatement under this AGREEMENT otherwise available for such tax year shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from such foreign trade zone participation. The Parties hereto stipulate and agree that the certified appraised value for such personal property, as calculated by the Jefferson County Appraisal District, shall be used for purposes of calculating any reduction in the amount of the Abatement under the immediately preceding sentence.

It is understood and agreed that if, with respect to any tax year during the period of the Abatement under this AGREEMENT, OWNER prevails in a judicial action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this AGREEMENT on the basis of unequal appraisal as defined by Property Tax Code Section 42.26, the following will occur:

- a. such Abatement will be recalculated for any Base Year Value adjustment for such tax year as provided in this Section 9; and,
- b. such Abatement as so recalculated will, to the extent not reflected in any such Base Year Value adjustment for such tax year as provided in this Section 9, be further reduced dollar for dollar for any amount that the appraised value of such industrial realty improvements as determined by the Court is reduced from the appraised value as set by the Appraisal Review Board for such tax year under contest.

#### **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (10%) of the market value of the PROJECT in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (10%) of the

market value of the PROJECT in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## 11. EVENT OF DEFAULT

If any party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, hurricanes and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## 12. ASSIGNMENT

OWNER may assign or otherwise transfer or allocate this AGREEMENT, in whole or in part, to an Affiliate of OWNER or a Joint Venture Entity who will be the owner or lessee of the PROJECT, or a portion thereof, provided that (i) such Affiliate of OWNER or Joint Venture Entity assumes the terms and obligations of this Agreement with respect thereto, and (ii) OWNER shall provide written notice of such assignment or other transfer or allocation to the COUNTY. Except as otherwise provided in the immediately preceding sentence, OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the PROJECT, or a portion thereof, that agrees to assume the terms and obligations of this Agreement with respect thereto and upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and such approval shall not be unreasonably withheld, delayed or conditioned. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

### 13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the Parties and others relating hereto are superseded by this AGREEMENT.

### 14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

### 15. NOTICE

Any notice and/or statement required or permitted to be delivered hereunder shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to OWNER:

Total Petrochemicals & Refining USA, Inc.  
TOTAL PAR LLC  
1201 Louisiana Street, Suite 1800  
Houston, Texas 77002  
Attn: David Panfely  
Phone No.: (713) 483-5133  
Facsimile No.: (713) 483-5139

If to the COUNTY:

Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
Phone No.: (409) 835-8466  
Facsimile No.: (409) 839-2311

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
Phone No.: (409) 835-8550  
Facsimile No.: (409) 835-8573

And a copy to:

Mr. Fred L. Jackson  
First Assistant: Staff Attorney  
Jefferson County Courthouse  
P. O. Box 4025,  
Beaumont, Texas 77704  
Phone No.: (409) 835-8466  
Facsimile No.: (409) 839-2311

#### **16. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of this AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft this AGREEMENT under construction.

#### **17. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

#### **18. SEVERABILITY**

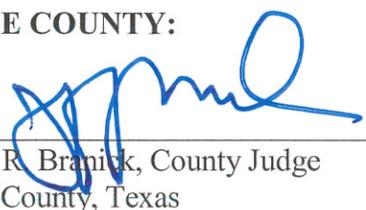
In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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***[SIGNATURE PAGE FOLLOWS]***

Executed in duplicate this the 20<sup>th</sup> day of April, 2015.

**FOR THE COUNTY:**



Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

**FOR OWNER:**

**TOTAL PETROCHEMICALS & REFINING USA, INC.**

AMLO

By:   
Name: DOLIAOZ  
Title: CEO

**TOTAL PAR LLC**

By:   
Name: ROUILLEZ YVES  
Title: VP OPERATION & STRATEGY

## EXHIBIT A – “Description of Project”

### *In General*

OWNER proposes to design and construct an ethylene plant on land currently owned by OWNER and located in Jefferson County, Texas (the “Project”). The Project would be designed to produce at least 750 kilotons per annum (KTA) of polymer grade ethylene.

OWNER owns and operates the Port Arthur Refinery located on Highway 366 in Jefferson County, Texas, and the extraterritorial jurisdiction of the City of Port Arthur, Texas (the “Port Arthur Refinery”). The Project would be sited next to the Port Arthur Refinery, but would be a separate facility.

### *Project Description Overview*

The new facilities associated with the Project would process ethane to produce polymer grade ethylene. The ethane recovered from the process would be recycled to the feed stream. The proposed Project would contain typical process equipment, including fired heaters, vessels, drums, exchangers, rotating equipment, pipe and piping components, process control instrumentation, analyzers, and chemical injection facilities. In addition, a new cooling tower, a new ground flare, and a thermal oxidizer would be constructed as part of the Project.

### *Detailed Project Description*

#### *Ethane Cracking Heaters and Recovery Equipment*

The Project includes construction of new ethane cracking heaters and recovery equipment. The major pieces of recovery equipment for the Project include a quench tower, caustic wash and spent caustic degassing and pretreatment facilities, charge gas compression and acid gas removal, a chiller train, acetylene conversion, a deethanizer, a hydrogen compression and purification section, a demethanizer, an ethylene fractionator, a propylene refrigeration system and a binary refrigeration system. Feedstock and product streams would be conveyed through new and existing pipelines.

#### *Heaters Section*

The unit would operate by continuously firing four ethane cracking heaters, with a fifth heater on standby. The heaters are equipped with ultra-low NOX burners and selective catalytic reduction (SCR) systems to control NOX emissions. The heaters would crack fresh ethane that is combined with recycled ethane. Steam is introduced as part of the process. The heater outlet stream is cooled by quench water.

The heaters would fire purchased natural gas or blended fuel gas that consists of purchased natural gas and tail gas. Tail gas is a recycle stream resulting from an initial separation of methane and hydrogen during the chilling step within the Demethanizer System. The composition of blended fuel gas would depend on current hydrogen production and disposition.

### *Heater Decoking*

In the cracking operation, coke (molecular carbon) gradually builds on the inside walls of the furnace tubes. This layer of coke impedes heat transfer and must be removed while the heater is not cracking ethane through a periodic steam/air decoke operation. The coke is removed from the walls of the heater tubes through oxidation and spalling. The spalled coke fines are disengaged from the heater effluent mixture of fines, vapor, and water in the decoke drum. The coke particles are routed back to the firebox of another operating heater to be combusted.

### *Ground Flare*

A new ground flare system would be designed to provide safe control of gases vented from normal operations, and startup and shutdown of the new ethane side cracker. This system would be equipped with a totalizing flow meter and an on-line analyzer to speciate the hydrocarbons in the flare gases.

### *Thermal Oxidizer*

A thermal oxidizer would be designed to control low pressure vent gases from process storage tanks and vessels containing VOC material.

### *Cooling Tower*

A new cooling tower would be constructed to accomplish process heat removal and supply cooling water to the Project. This cooling tower would be a multi-cell, induced draft, counter-flow type cooling tower.

### *Storage Tanks*

Several new storage tanks would be constructed for the Project. These tanks store materials such as slop oil, diesel fuel, wastewater, ammonia, compressor wash oil, lube oil, caustic, spent caustic, sulfuric acid, methanol, various additives, and bleach. Tanks storing VOC material with vapor pressure greater than 0.5 psia will be routed to the thermal oxidizer for control.

### *Additional Information*

This AGREEMENT covers all qualified property for the commercial operations of the Project described in this **EXHIBIT A** and includes, but is not limited, to real estate, site preparation, roads and paving, office, warehouse and manufacturing buildings, storage facilities, pumps, piping, tanks, heaters, production equipment, control rooms, shops and all related and necessary facilities and equipment for the manufacture of polymer grade ethylene, including, but not limited to:

Major Process Equipment:

- Feed Systems
- Cracking Heaters
- Quench Water System

- Charge Gas Compression
- Acid Gas Removal
- Charge Gas Drying and Regeneration Facilities
- Caustic Wash and Spent Caustic Degassing and Pretreatment Facilities
- Hydrogen Compression
- Hydrogen Purification
- Charge Gas Chilling
- Deethanizer
- Acetylene Converters
- Demethanizer
- Ethylene Fractionation
- Propylene Refrigeration System
- Binary Refrigeration System

Supporting Facilities:

- Raw Water Treatment
- Demineralization of Water
- Boiler Feedwater
- Cooling Water System
- Steam and Condensate Systems
- Power Supply
- Fuel Gas
- Plant and Instrument Air
- Nitrogen
- Fuel Gas/Natural Gas Systems
- Ground Flare
- Waste Water Treatment
- Sanitary System
- Firewater
- Chemical Storage

In addition, the Project will have related process facilities, auxiliaries and equipment, including, but not limited to, air compressors, electrical sub-stations, road improvements, utilities (including steam lines), tankage, pipe connections, process control systems, cooling towers, control buildings, and infrastructure additions related to the proposed Project, and tools, vehicles, furnishings and moveable personal property. Feedstock and product streams will be conveyed through new and existing pipelines.

The Project will also include:

- Process streams tie-ins to the BASF Total Petrochemicals steam cracker;
- Utilities, including electricity, steam and cooling water supply;
- Safety systems, including flares;
- Water treatment systems; and
- Infrastructure improvements and new piping.

**EXHIBIT “B” – “Tax Abatement Schedule”**

If the total investment in the PROJECT is equal to or less than \$500,000,000.00, the number of tax years in the Abatement period, which period shall begin with the tax year immediately following the tax year in which Completion of the PROJECT is attained, and the Abatement percentage to be applied to the value of the PROJECT in each of such tax years, are as follows:

<b>YEAR OF THE ABATEMENT PERIOD</b>	<b>ABATEMENT PERCENTAGE</b>
1	100%
2	100%
3	90%
4	90%
5	80%
6	60%

If the total investment in the PROJECT is greater than \$500,000,000.00, the number of tax years in the Abatement period, which period shall begin with the tax year immediately following the tax year in which Completion of the PROJECT is attained, and the Abatement percentage to be applied to the value of the PROJECT in each of such tax years, are as follows:

<b>YEAR OF THE ABATEMENT PERIOD</b>	<b>ABATEMENT PERCENTAGE</b>
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%

**EXHIBIT “C” – “Base Year Value”**

The Base Year Value as certified will be attached as part of this Exhibit “C”, with the consent of the Parties, when same is calculated, adopted and certified by the Jefferson County Appraisal District.

**EXHIBIT "D" – "Reinvestment Zone"**

**Legal Description**

TRACT I  
 1,225.7 ACRES OF LAND AND WATER  
 PART OF BLOCKS 4-6, RANGE "A",  
 PART OF BLOCKS 4-6, RANGE "Z",  
 PORT ARTHUR LAND COMPANY SUBDIVISION,  
 PART OF THE BURR & CASWELL SURVEY ABSTRACT NO. 405,  
 THE BURRELL JONES SURVEY ABSTRACT NO. 156,  
 & THE NATHAN GRIGSBY SURVEY ABSTRACT NO. 125  
 JEFFERSON COUNTY, TEXAS

BEING 1225.7 acres of land and water, part of Lots 1-5 and all of Lots 6-8, Block 4, Range "A", all of Lots 1-3, part of Lots 4 and 5, and all of Lots 6-8, Block 5, Range "A", all of Lot 1, part of Lots 2 and 7, and all of Lot 8, Block 6, Range "A", all of Lots 5 and 6, Block 4, Range "Z", all of Lots 3-6, Block 5, Range "Z", and all of Lots 3 and 4, Block 6, Range "Z", Port Arthur Land Company Subdivision, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; part of the Burr & Caswell Survey, Abstract No. 405, the Burrell Jones Survey Abstract No. 156, and the Nathan Grigsby Survey Abstract No. 125, Jefferson County, Texas; said 1225.7 acre tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a point being the common corner of Blocks 5 and 6, Range "A" and Blocks 5 and 6, Range "B", Port Arthur Land Company Subdivision; said point being on the centerline of a dedicated road FM Highway 366;

THENCE, North 36 deg., 38 min., 09 sec., East, on the common line of said Blocks 5 and 6, Range "A", a distance of 229.64' to a brass disc set in concrete for the POINT OF BEGINNING on the intersection of the East line of a 50' wide KCS Railroad right of way and the South right of way line of a dedicated road named 32nd Street; having a State Plane Coordinate of N: 13931090.09, E: 3583789.32;

THENCE, North 36 deg., 38 min., 09 sec., East, on the South right of way line of said 32nd Street, a distance of 1305.06' to a point for corner on the intersection of the South right of way line of said 32nd Street and the centerline of a dedicated road named Grandview Avenue; from which a brass disc in concrete found for reference point bears North 36 deg., 38 min., 09 sec., East. a distance of 30.71';

THENCE, North 53 deg., 21 min., 05 sec., West, on the centerline of said Grandview Avenue, a distance of 2637.78' to a ½" steel rod in concrete found for corner on the intersection of the centerline of said Grandview Avenue and the centerline of a dedicated road name 39th Street;

THENCE, North 38 deg., 30 min., 11 sec., East, a distance of 210.30' to a brass disc in concrete found for corner:

THENCE, North 79 deg., 02 min., 48 sec., East, a distance of 334.39' to a brass disc in concrete found for corner;

THENCE, North 89 deg., 48 min., 48 sec., East, a distance of 305.81' to a brass disc in concrete found for corner;

THENCE, North 57 deg., 46 min., 51 sec., East, a distance of 112.34' to a brass disc in concrete found for corner;

THENCE, North 73 deg., 47 min., 40 sec., East, a distance of 677.47' to a brass disc in concrete found for corner;

THENCE, North 73 deg., 47 min., 40 sec., East, a distance of 120.34' to a brass disc in concrete found for corner;

THENCE, North 54 deg., 53 min., 13 sec., East, a distance of 304.02' to a brass disc in concrete found for corner;

THENCE, North 33 deg., 32 min., 28 sec., East, a distance of 376.85' to a brass disc in concrete found for corner;

THENCE, North 09 deg., 10 min., 39 sec., East, a distance of 216.22' to a brass disc in concrete found for corner;

THENCE, North 00 deg., 19 min., 04 sec., East, a distance of 161.60' to a brass disc in concrete found for corner;

THENCE, North 10 deg., 33 min., 45 sec., East, a distance of 184.18' to a 3" steel pipe in concrete found for corner;

THENCE, North 79 deg., 41 min., 55 sec., East, a distance of 186.22' to a brass disc in concrete found for corner;

THENCE, South 78 deg., 20 min., 48 sec., East, a distance of 288.51' to a brass disc in concrete found for corner;

THENCE, South 45 deg., 23 min., 38 sec., East, a distance of 118.85' to a brass disc set in concrete for corner;

THENCE, South 37 deg., 48 min., 03 sec., East, a distance of 97.21' to a ½" steel pipe found for corner;

THENCE, North 85 deg., 48 min., 13 sec., East, a distance of 698.13' passing a ½" steel pipe found for reference point; continuing for a total distance of 713.57' to a brass disc set in concrete for corner;

THENCE, North 12 deg., 58 min., 09 sec., East, a distance of 4577.69' to a point for corner;

THENCE, South 81 deg., 31 min., 51 sec., East, a distance of 578.40' to a point for corner;

THENCE, North 82 deg., 46 min., 51 sec., West, a distance of 525.00' to a point for corner;

THENCE, South 83 deg., 47 min., 51 sec., East, a distance of 1320.30' to a point for corner;

THENCE, South 87 deg., 31 min., 51 sec., East, a distance of 700.00' to a point for corner;

THENCE, South 83 deg., 26 min., 35 sec., East, a distance of 1332.85' to a point for corner;

THENCE, South 05 deg., 47 min., 09 sec., West, a distance of 424.72' to a point for corner;

THENCE, South 11 deg., 53 min., 10 sec., West, a distance of 43.78' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, North 85 deg., 48 min., 50 sec., West, a distance of 59.62' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 19 min., 21 sec., West, a distance of 268.04' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 21 min., 33 sec., West, a distance of 1224.08' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 42 deg., 56 min., 09 sec., West, a distance of 6.70' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 13 deg., 43 min., 47 sec., West, a distance of 198.59' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 06 deg., 43 min., 57 sec., West, a distance of 47.15' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 31 sec., West, a distance of 144.15' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 83 deg., 01 min., 30 sec., East, a distance of 3.93' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 21 min., 33 sec., West, a distance of 548.28' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 77 deg., 29 min., 30 sec., East, a distance of 7.98' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 16 deg., 26 min., 49 sec., West, a distance of 288.04' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 11 deg., 34 min., 55 sec., West, a distance of 297.90' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 10 deg., 00 min., 01 sec., West, a distance of 119.35' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 12 min., 33 sec., West, a distance of 241.57' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 82 deg., 35 min., 29 sec., East, a distance of 53.19' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 31 sec., West, a distance of 60.20' to a ½" steel rod, capped end marked "SOUTEX", found for corner;

THENCE, North 82 deg., 38 min., 17 sec., West, a distance of 52.88' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 12 min., 33 sec., West, a distance of 149.93' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 82 deg., 38 min., 17 sec., East, a distance of 52.09' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 34 sec., West, a distance of 4672.92' to a brass disc in concrete found for corner on the North right of way line of a dedicated road name State Highway 87;

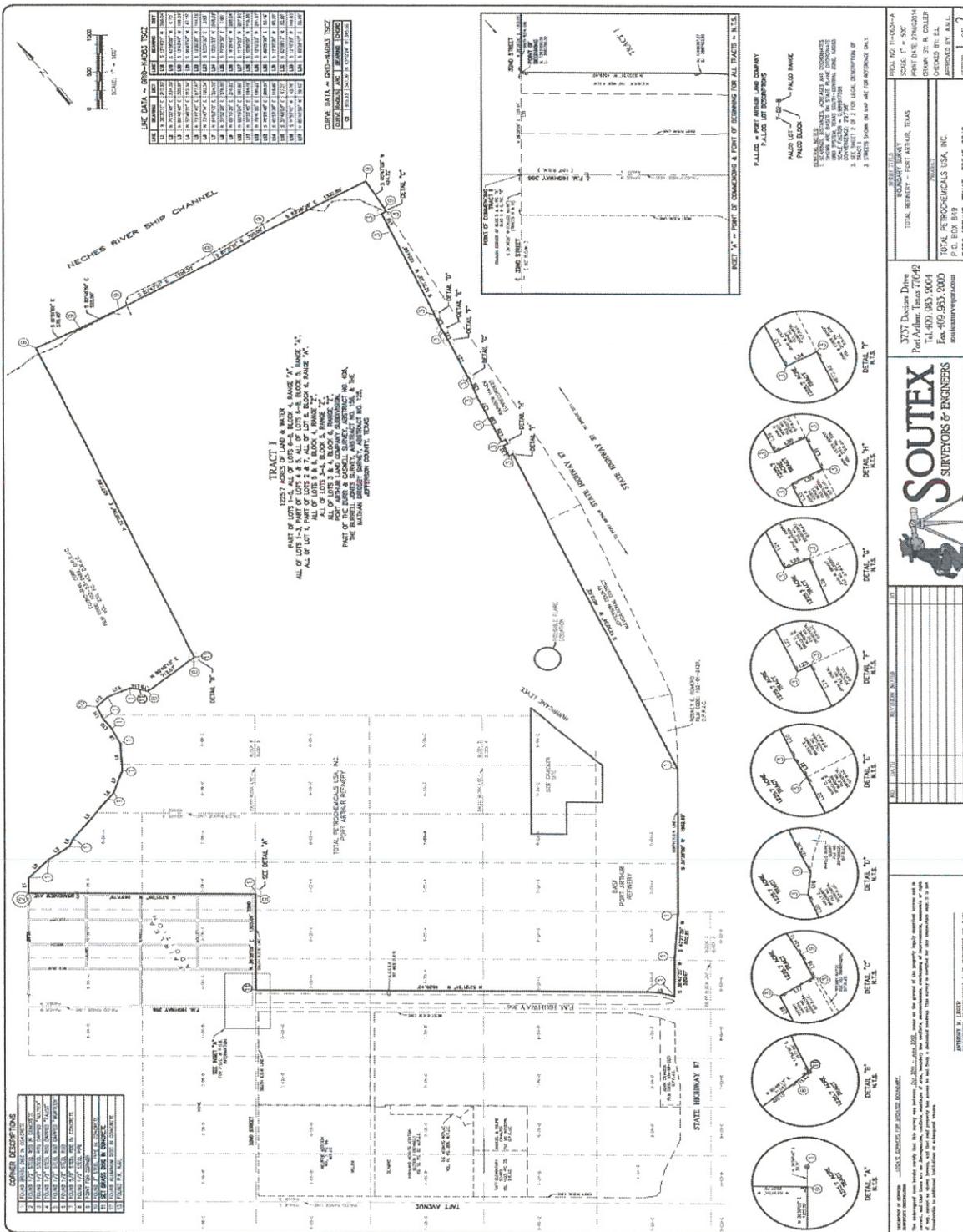
THENCE, South 36 deg., 38 min., 09 sec., West, on the North right of way line of said State Highway 87, a distance of 1962.99' to a brass disc in concrete found for corner;

THENCE, South 40 deg., 22 min., 29 sec., West, on the North right of way line of said State Highway 87, a distance of 602.61' to a brass disc in concrete found for corner;

THENCE, South 36 deg., 42 min., 20 sec., West, continuing on the North right of way line of said State Highway 87, a distance of 520.97' to a brass disc in concrete found for corner on the intersection of the North right of way line of said State Highway 87 and the East right of way line of said KCS Railroad;

THENCE, on the East right of way line of said KCS Railroad, on the arc of a curve to the left having a radius of 979.93', on arc length of 347.36', a chord bearing of North 43 deg., 10 min., 24 sec., West, a chord distance of 345.55' to a brass disc in concrete found for corner; having a State Plane Coordinate of N: 13928387.27, E: 3587423.90;

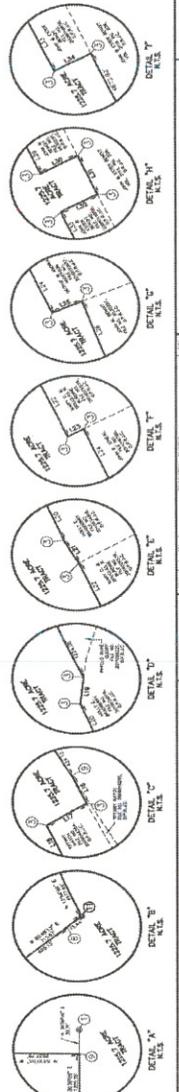
THENCE, North 53 deg., 21 min., 51 sec., West, continuing of the East right of way line of said KCS Railroad, a distance of 4529.40' to the POINT OF BEGINNING and containing 1,225.7 acres of land and water, more or less.



**CORNER DESCRIPTIONS**

1	1/4 SECTION 10, T12N, R10E, S10
2	1/4 SECTION 11, T12N, R10E, S10
3	1/4 SECTION 12, T12N, R10E, S10
4	1/4 SECTION 13, T12N, R10E, S10
5	1/4 SECTION 14, T12N, R10E, S10
6	1/4 SECTION 15, T12N, R10E, S10
7	1/4 SECTION 16, T12N, R10E, S10
8	1/4 SECTION 17, T12N, R10E, S10
9	1/4 SECTION 18, T12N, R10E, S10
10	1/4 SECTION 19, T12N, R10E, S10
11	1/4 SECTION 20, T12N, R10E, S10
12	1/4 SECTION 21, T12N, R10E, S10
13	1/4 SECTION 22, T12N, R10E, S10
14	1/4 SECTION 23, T12N, R10E, S10
15	1/4 SECTION 24, T12N, R10E, S10
16	1/4 SECTION 25, T12N, R10E, S10
17	1/4 SECTION 26, T12N, R10E, S10
18	1/4 SECTION 27, T12N, R10E, S10
19	1/4 SECTION 28, T12N, R10E, S10
20	1/4 SECTION 29, T12N, R10E, S10
21	1/4 SECTION 30, T12N, R10E, S10
22	1/4 SECTION 31, T12N, R10E, S10
23	1/4 SECTION 32, T12N, R10E, S10
24	1/4 SECTION 33, T12N, R10E, S10
25	1/4 SECTION 34, T12N, R10E, S10
26	1/4 SECTION 35, T12N, R10E, S10
27	1/4 SECTION 36, T12N, R10E, S10
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71	1/4 SECTION 80, T12N, R10E, S10
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74	1/4 SECTION 83, T12N, R10E, S10
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84	1/4 SECTION 93, T12N, R10E, S10
85	1/4 SECTION 94, T12N, R10E, S10
86	1/4 SECTION 95, T12N, R10E, S10
87	1/4 SECTION 96, T12N, R10E, S10
88	1/4 SECTION 97, T12N, R10E, S10
89	1/4 SECTION 98, T12N, R10E, S10
90	1/4 SECTION 99, T12N, R10E, S10
91	1/4 SECTION 100, T12N, R10E, S10

**TRACT I**  
 1225 ACRES OF LAND & WATER  
 PART OF LOTS 1-4, ALL OF LOTS 5-8, BLOCK & RANGE 'A',  
 ALL OF LOTS 9-12, PART OF LOTS 13 & 14, ALL OF LOTS 15 & 16, BLOCK & RANGE 'A',  
 ALL OF LOTS 17 & 18, BLOCK & RANGE 'A',  
 ALL OF LOTS 19 & 20, BLOCK & RANGE 'A',  
 PART OF THE EBBES & CASWELL SURVEY, ADJACENT TO THE  
 MAINLAND BRIDGE SURVEY, ADJACENT TO THE  
 JEFFERSON COUNTY, TEXAS



**PROJ. NO. 17-024-A**  
**SCALE: 1" = 200'**  
**PRINT DATE: 7/10/07**  
**DRAWN BY: M. COLLIER**  
**CHECKED BY: M. COLLIER**  
**DATE: 7/10/07**  
**PROJECT NO. 17-024-A**  
**PROJECT NAME: PORT ARTHUR LAND COMPANY**

**REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS**  
**STATE NO. 1225**  
**EXPIRES: 12/31/2010**

**3277 Deaton Drive**  
**Port Arthur, Texas 77649**  
**Tel. 409.985.0004**  
**Fax. 409.985.0000**  
**info@soutex.com**

**SOUTEX**  
**SURVEYORS & ENGINEERS**

**1727 THE PINE HILLS, ONE BLOCK**

**TOTAL PERIODICALS USA, INC.**  
**P.O. BOX 849**  
**PORT ARTHUR, TEXAS 77642-2846**

**SHEET 1 OF 2**



**EXHIBIT “E” – “List of HUB/ DBE Companies”**

**Minority Business Directory**

**\* Indicates certification as a HUB/DBE has been obtained**

ACCOUNTANTS/ CERTIFIED PUBLIC

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website:

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: zenoandassociate@aol.com

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website:

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website:

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

**Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website:

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website:

(a) Agricultural

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

(b) Air Conditioning Repair

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: jon@coushatta-services.com  
Website:

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

(c) Barbecue/ Caterers

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

(d)

(e) Carpet/ Flooring

\*Alton & Michelle Babineaux  
Bab's Carpet  
4940 Highland Ave.  
Beaumont, TX 77705  
Tel: 409-833-7484  
Fax: 409-790-4218

Delores Fruge  
Power Stretch Carpet  
502 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Home: 409-832-8626  
Cell1: 409-617-1862  
Cell2: 409-338-9907  
Fax: 409-833-3230

Raymon and Sharonne Morris  
Morris and Morris Floor Covering  
4515 Ironton  
Beaumont, TX 77703  
Home: 409-833-5011  
Tel: 409-553-9861

(f)

(g) Computer Service & Repair

Chris Martin  
601 Woodworth  
Port Arthur, TX 77642  
Tel1: 409-982-3528  
Tel2: 409-982-3529

David Leaven / Marcus Frank  
F & L Computer Solutions  
P.O. Box 328-A  
Winnie, TX 77665  
Tel: 409-351-1256

(h) Consultant

Felicia Young, Owner  
Five Star Business Solutions  
Tel: 409-466-6038

- (i)
- (j) Contractors /Construction Services/Community Development/
- (k) Home Builders

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

\*Christene Sonnier  
Coastal Industrial Services, Inc.  
P.O. Box 158  
Port Neches, TX 77651  
Tel: 409-736-3797  
Cell: 409-728-5072  
205 West Hwy 365, Ste. A  
Port Arthur, TX 77640  
Fax: 409-736-2270  
Email: [www.coastaltxs@aol.com](mailto:www.coastaltxs@aol.com)

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise  
Wise Barricades  
Tel: 409-835-5113

Eddie Senigaur  
Senigaur Home Builder & General Contractor  
3196 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-5220  
Fax: 409-842-2983

Jerry Ball- VP  
EnviroTech Services LLC  
Southeast Texas Division  
3024 Commerce St.  
Port Arthur, TX 77642  
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Toll Free: 800-286-3695  
Email: jerry.ball@osfinc.net

\*Joshua Allen  
J. Allen contractors, Inc.  
Tel: 409-833-8947  
Email: office@jallenmgmt.com

Lloyd Broussard  
EnviroTech Services, LLC  
4002 Caroline Street  
Houston, TX 77004  
Tel: 713-551-6671

Ernestine Wade  
Gulf Coast Industrial Contractors, Inc.  
Tel: 409-842-1522

Joe Wheaton  
Joe Wheaton Construction Co.

Johnny Casmore  
Builders, Inc.  
7295 Ellen Lane  
Beaumont, TX 77708  
Tel: 409-892-2223  
Fax: 409-466-1251

Joseph D. Deshotel  
DEZ-TEX Construction, Inc.  
Tel: 409-842-4844

\*Kenny Timms  
KT Maintenance  
Tel: 409-982-9952  
Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.  
Faith Construction  
Tel: 409-794-2615

Mr. Matt Hopson  
Southeast TX Community Development  
1460 Gladys  
Beaumont, TX 77701  
Tel: 409-835-7527  
Fax: 409-835-1680  
Email: mhopson@setcdc.org

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Beaumont Community Development  
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Beaumont, TX 77705  
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Fax: 409-813-2165  
Email: ahardy1969@yahoo.com

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J&M construction  
Tel: 409-842-0967

Naomi Lawrence-Lee  
CNB Development Group  
Tel: 409-767-8037  
Email: nlee@cnbhomes.com

Ories Holmes  
Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
 Richard Tel: 281-895-7773  
 Bruce Tel: 409-454-6356  
 Fax: 409-835-6775

\*Roosevelt Petry  
 GP Industrial Contractors, Inc.  
 rpetry@gpic2000.com  
 Port Arthur, TX 77640  
 Tel: 281-850-8889

Steve Andrus  
 Andrus Construction  
 Beaumont, TX 77703  
 Home: 409-835-4397  
 Work: 409-835-8629  
 Cell: 409-466-1860

William Kenebrew, Sr.  
 Kenebrew Masonary  
 Tel: 409-866-3310

### **Commodities**

\*Loma George  
 LG Supplies  
 9545 Riggs Street  
 Beaumont, TX 77707  
 lomageorge@att.net  
 Tel: 409-782-4086

(l)

(m) Copy Services

Jeanette Rideau  
 Reliable Copy Service  
 2498 Washington Blvd -B  
 Beaumont, TX 77705  
 Tel: 409-835-1218  
 Fax: 409-838-0064  
 Email: jeanetteRCS@sbcglobal.net

(n)

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(p)

(q) Council

Beverly L. Hatcher- President  
 Golden Triangle Minority Council, Inc.  
 P.O. Box 21664  
 Beaumont, TX 77720-1664  
 Tel: 409-962-8530  
 Fax: 409-898-8077  
 Email: gtmcb@ih2000.net  
 Website:

(r)

(s)

(t) Electrical/ Mechanical Contractors

Calvin Walker  
 Walker's Electric Company  
 2916 Magnolia Street  
 Beaumont, TX 77703  
 Tel: 409-212-9244  
 Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
 GJETCO  
 P.O. Box 22735  
 Beaumont, TX 77720  
 Tel: 409-866-3829  
 Fax: 409-866-6962

\*Joseph C. Ledet, III  
 Ledet Electrical Services  
 Tel: 409-896-5471  
 Cell: 409-791-1366

Ray Marsh  
 RAM Electrical & Mechanical Contractors  
 3467 Elinor  
 Beaumont, TX 77705  
 Cell: 214-597-0541  
 Fax: 972-539-2422  
 Email: ray@ram4mep.com

(u)

(v)

(w)

(x) Employment Services

Imogene Chargois  
 Texas Workforce Centers of Southeast Texas  
 304 Pearl Street  
 Beaumont, TX 77701  
 Tel: 409-839-8045  
 Fax: 409-835-0774  
 Email: imogene.chargois@setworks.org

\*Luis G. Silva  
 Silva Employment Network  
 2901 Turtle Creek Drive, Suite 205  
 Port Arthur, TX 77642  
 Tel: 409-727-4024  
 Fax: 409-727-4094  
 Email: lgsilva1940@aol.com

### **Energy**

Syed Mohiuddin  
 Apex Petroleum & Energy Xpress, LLC  
 The Apex Plaza  
 9100 SW Freeway, Suite 201  
 Houston, TX 77074  
 Tel: 713-541-2755  
 Fax: 713-541-5535  
 Website: www.syed@apexgroupofcompaines.com

### **Engineers**

\*Andy Chica  
 Chica & Associates Inc.  
 595 Orleans, Suite 508  
 Beaumont, TX 77701  
 Tel: 409-833-4343

Sina K. Nejad, P.E.  
 Sigma Engineers, Inc.  
 4099 Calder Avenue  
 Beaumont, TX 77706  
 Tel: 409-898-1001  
 Fax: 409-898-3420  
 Email: mail@sigmaengineers.com

**Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
 6001 Savoy, Suite 204  
 Houston, TX 77035  
 Tel: 713-218-8647  
 Fax: 713-218-8649  
 Email: bnelson@legaceenvironmental.com

(y) Florists- Retail

Mr. Walter McCloney  
 McCloney Florist  
 2690 Park St  
 Beaumont, TX 77701  
 Tel: 409-838-6861  
 Fax: 409-838-0085  
 Email: waltermccloney@sbcglobal.net

(z)

(aa)

(bb)

(cc) Home Repair & Maintenance

Clinton Ford  
 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

(dd) Industrial Consultant

B.D. Belvin and Assoc.  
 Consulting Business Development  
 9692 Westhiemer Rd., Suite 83  
 Houston, TX 77063  
 Tel: 512-789-8178  
 Email: david@bdbelvin.com  
 Website:

Glenn J. Walters  
 Home Sweet Home Enterprise, Inc.  
 5212 Culpepper PL  
 Wesley Chapel, FL 33544  
 Tel: 813-907-9499  
 Cell: 813-503-8896  
 Fax: 813-994-9557  
 Email: glennjwalters@aol.com

(ee)

(ff) Insurance

Bobby L. Holmes  
 Farmers Insurance Group  
 1120 Woodworth Blvd.  
 Port Arthur, TX 77640  
 Tel: 409-982-1200  
 Fax: 409-982-1300  
 Email: bholmes@farmeragent.com

Byron Lewis  
 LRC Insurance, Inc.  
 190 S. Dowlen Road  
 Beaumont, TX 77707  
 Tel: 409-866-7073  
 Cell: 409-466-3664  
 Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
 Farmers Insurance Group  
 3355 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-8300  
 Home: 409-866-8412  
 Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
 A & M Marketing  
 595 Orleans, Suite 1128  
 Beaumont, TX 77701  
 Tel: 409-466-2533  
 Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)  
 Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
 Insurance Medical Services, Inc.  
 8100 Lemon Tree Court  
 Port Arthur, TX  
 Tel & Fax: 409-722-0077  
 Cell: 409-289-0945

Mark A. Williams  
 Protectors Insurance & Financial Services  
 2600 South Loop West, Suite 520  
 Houston, TX 77054  
 Tel: 832-347-6080  
 Fax: 713-660-9977  
 Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans  
 Farmers Insurance Co.  
 3355 Washington Blvd.  
 P.O. Box 22897  
 Beaumont, TX 77720  
 Tel: 409-842-8300  
 Fax: 409-842-8304  
 Email: levansinsurance@msn.com

Tarik Cooper  
 Frank and Cooper, Inc.  
 125 IH 10 North Street, Suite 410  
 Beaumont, TX 77707  
 Tel: 409-284-5341  
 Cell: 409-939-0247

Thelma Jefferson  
 Discount Medical & Dental  
 5125 Folsom  
 Beaumont, TX 77706  
 Tel1: 409-899-9194  
 Tel2: 409-4661822  
 Email: cautiousscenery@aol.com

### **Investment**

Connie D. Gist  
 EdwardJones  
 4414 Dowlen Road, Suite 102  
 Beaumont, TX 77706  
 Tel1: 409-896-5852  
 Toll Free1: 888-368-2620  
 Toll Free2: 888-898-7188  
 Website: www.edwardjones.com

### **Lawn Care**

Ava S. Hamilton  
 B & A Lawn Care Service  
 P.O. Box 22855  
 Tel1: 409-866-9399  
 Tel2: 409-651-9955  
 Tel3: 409-651-9954

\*Michael Alfred  
 The Garden of Gethsemane  
 Tel: 409-842-2773

(gg)                   Logistic

\*Ray Deshotel  
 Beaumont Warehouse-Transportation  
 P.O. Box 20477  
 Beaumont, TX 77720  
 Tel: 409-883-9997  
 Fax: 409-883-4208  
 Cell: 409-299-0053  
 Email: ldeshotel@pnx.com

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(jj)

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(nn)                   Maintenance

Kenny L. Tims, Sr.- President  
 KT Maintenance Company, Inc.  
 800 Proctor Street  
 Port Arthur, TX 77640  
 Tel: 409-982-9952  
 Fax: 409-982-4851  
 Email: kenny.tims@ktmaintenance.com

(oo)

**Misc.**

Clarence C. Jones  
 M&R Cleaning Services  
 Tel: 409-833-4535

Delois Roy  
 Art World  
 Tel: 409-892-7638

J.M. Kaufman  
 J.M. Kaufman Materials Co.  
 Tel: 409-985-4906

James Holmes  
 James Holmes Enterprises, Inc.  
 Tel: 409-842-3685

\*Toni Prados  
 Area Impressions Caps & T's  
 Tel: 409-833-4561  
 Email: bprados@swbell.net

(pp) Office Supply

Howard Giron  
 Select Business Products  
 P.O. Box 22741  
 Beaumont, TX 77720  
 Tel: 409-866-3224  
 Fax: 409-866-1401

**Pest Control**

Colton (Bubba) Moore, Owner  
 Moore Superior Pest Control, Inc.  
 Tel: 409-899-1799

(qq)

(rr) Photography

Harold's Photography  
 2705 S. Fourth St  
 Beaumont, TX 77705  
 Tel: 409-794-5376  
 Fax: 409-842-4143  
 Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry  
 Photographer & Videographer  
 2906 Roberts St.  
 Beaumont, TX 77701  
 Tel: 409-842-3903

Sonny Perkins  
 Sonny's Video  
 2290 Morrison  
 Beaumont, TX 77701  
 Tel: 409-832-9380

**Plumbing**

A.J.  
 Martha's Sewage and Drainage Service  
 2370 Columbia Street  
 Beaumont, TX 77701  
 Tel: 409-833-2796

Charles chevis  
 Joe Simon Plumbing & Heating  
 Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
 KFDM 6 & WB 10 KWBB  
 P.O. Box 7128  
 Beaumont, TX 77726-7128  
 Tel: 409-895-4661  
 Fax: 409-892-7305  
 Email: angels@kfdm.com

Helen Hunter Tubbs  
 Spotlight Magazine  
 P.O. Box 41203  
 Beaumont, TX 77725  
 Tel: 409-832-3494  
 Fax: 409-832-6171

Jesse Samuels, Sr.  
 Cumulus  
 755 S. 11<sup>th</sup> Street, Suite 102  
 Beaumont, TX 77701  
 Tel: 409-833-9421  
 Fax: 409-833-9296  
 Home: 409-983-5404

Jessie Haynes  
 NAC Publishing- 10 Stupid Things  
 P.O. Box 22577  
 Beaumont, TX 77720  
 Tel: 409-838-2222

Mr. A. B. Bernard  
 BGI Enterprise  
 PO Box 22077  
 Beaumont, TX 77720-2077  
 Tel: 409-833-0303  
 Fax: 409-833-0744

Ms. Vicke Frank  
 KZZB Radio  
 2531 Calder Ave.  
 Beaumont, TX 77702  
 Tel: 409-833-0990  
 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website:

(ss) Purchasing/ Procurement

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

### **Real Estate**

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 Synergy International Realty  
 2955 Laurel St.  
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 Fax: 409-866-5463  
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Mr. Pat Gibbs  
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 3229 Washington Blvd.  
 Beaumont, TX 77705  
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 Fax: 409-832-2515  
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 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
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 Fax: 409-839-4395  
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 Five Brothers Investments  
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 Fax: 409-898-4090  
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Walter Kyles, Jr. & Co.  
 Insurance- Real Estate- Construction  
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 Fax: 409-842-9770  
 Cell: 409-338-1365  
 Email: kyles@aol.com

(tt)

#### RESTAURANTS

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
Dairy Queen  
3755 College St.  
Beaumont, TX 77701  
Tel: 409-838-4723

Nolan Hines, Jr.  
Taste of Orleans  
672 Orleans St.  
Beaumont, TX 77701  
Tel: 409-833-9460  
Cell: 409-553-4632  
Fax: 409-833-9470  
Website:

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX  
John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supply**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
Cell: 409-454-5100

\*S and S – Enterprises  
PO Box 1983  
Beaumont, TX 77704  
Tel: 409-842-0594  
Fax: 409-842-0594  
Pager: 409-726-3624

The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email:

**Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: aatrophysshop@yahoo.com

**Trucking/Heavy Hauling**

Alex J. Jeanmard  
J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
Dawn Express  
2005 Broadway, Suite 113  
Beaumont, TX 77702  
Tel: 409-212-8222

Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
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Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard  
Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
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Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

## EXHIBIT "F"

### Jefferson County Amended Uniform Tax Abatement Policy – 2014

**It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.**



#### JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2014

##### ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

##### STATEMENT OF PURPOSE

###### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

##### DEFINITIONS

###### SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.

(c) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(d) **"Base Year Value"** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.

(e) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) **"Eligible Facilities"** or **"Eligible Projects"** means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(i) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(j) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(k) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(l) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(m) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

#### WHEN ABATEMENT AUTHORIZED

##### SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

### **Factors Considered By County In Considering Abatement Requests**

#### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly;

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

- (10) The amount of economic impact the Eligible Facility will provide to the local community;
- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;
- (17) The attraction of other new businesses to the area as a result of the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.
- (b) Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

**(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

**(e) Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of

litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) "Taxability" From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

#### APPLICATION PROCESS

##### SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7<sup>th</sup>) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7<sup>th</sup>) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## AGREEMENT

### SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## RECAPTURE

### SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is understood and agreed by the owner that, if at any time during the abatement, the owner prevails in an action to contest the taxable value of the property of owner that is the subject of the abatement for Unequal Appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, the County shall reduce the amount of abatement dollar for dollar for each dollar that the taxable value is reduced as a result of that contest.

## ADMINISTRATION

### SECTION VIII

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement

agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

#### AGREEMENT

#### SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

## SUNSET PROVISION

### SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

## DISCRETION OF THE COUNTY

### SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

## QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

### **General:**

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

### **Opening Paragraph:**

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

### **Economic Impact Analysis:**

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

### Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

### Questions to be Answered

- (1) Is your project within a city limit? \_\_\_\_\_. Name of City
- (2) Is your project within an ETJ? . Name of City ETJ
- (3) Is your project within an Enterprise or Reinvestment Zone? Which?
- (4) Will you own the realty or lease the realty?
- (5) Present Appraisal District value of land and any EXISTING improvements owned by the  
OWNER:  
(Answer this question based on Appraisal District records for the specific site you select.)  
Cost of Land (If you are purchasing): \$ \_\_\_\_\_  
Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_
- (6) Type and value of proposed improvements:  
\_\_\_\_\_  
Type of construction:  
(Tiltwall, Build-Out of Existing Facility, Etc.)  
Value of Construction:  
Value of Equipment:
- Value of Pollution Control Devices:** It is understood and agreed that Applicant will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.
- (7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_

(8) Number of existing jobs to be retained by proposed improvements:

\_\_\_\_\_ (Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: \_\_\_\_\_

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill?

\_\_\_\_\_

(12) Amount property tax base valuation will be increased:

During term of abatement: \_\_\_\_\_

After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

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

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

\_\_\_\_\_

(18) The impact on the business opportunities of existing businesses:

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

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

---

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**

**EXHIBIT "A"**

**JEFFERSON COUNTY APPRAISAL DISTRICT  
PROCEDURE FOR CALCULATING ABATEMENTS**

Purpose

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. -In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of "Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the "Base Year". "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of "Current Year Market Value"

"Current Year Market Value" for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the "Base Year Value."

Calculation of "Taxable Value"

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property

owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

#### Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

#### **VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:**

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

#### **VALUE AVAILABLE FOR ABATEMENT:**

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

#### **VALUE SUBJECT TO ABATEMENT:**

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

**ABATED VALUE:**

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.

**EXHIBIT “G” – “AFFILIATES OF OWNER AS OF JANUARY 1, 2015”**

The following Affiliates of OWNER owned industrial realty improvements within Jefferson County, Texas, on January 1, 2015:

1. Atofina Pipeline Company, Inc. (now known as TOTAL PETROCHEMICALS PIPELINE USA, INC. by reason of name change)
2. Accounts on the Jefferson County Appraisal District’s records for 2015 that identify industrial realty improvements owned by “TOTAL OFFSITE STORAGE” are owned by TOTAL PAR LLC, one of the Parties to this Agreement.

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



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

*Eddie Arnold  
Jefferson County  
Commissioner Pct. #1*

May 6, 2015

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for May 11, 2015.

Consider, possibly approve and authorize the County Judge to enter into discussions with the City of Beaumont concerning acquisition of Main Street from the KCS Railroad south to Franklin Street.

Thank you,

Eddie Arnold  
County Commissioner, Pct. #1

JEFFERSON COUNTY  
DEPOSITORY CONTRACT  
2015

WHEREAS, the Commissioners' Court of Jefferson County, Texas has published notices asking that sealed bid proposals be submitted preparatory to the selection by the Commissioners' Court of a County Depository, as is required by law, Chapter 116.021, V.T.C.S. Local Government Code, said notice stating, among other things, that the depository thus to be selected by the Commissioners' Court should be the depository for County Funds, and money collected and held by any county or precinct officer, as required under Chapter 116, V.T.C.S. Local Government Code.

WHEREAS, Wells Fargo Bank, N.A., with offices located in the City of Beaumont, Jefferson County, Texas, submitted its written bid proposals, attached hereto as Exhibit A in response to said notice, which was received by said Commissioners' Court and entered upon its Minutes; and said Commissioners' Court by its order accepted the bid proposal of Wells Fargo Bank, N.A., as the Depository for the funds herein above mentioned; and

WHEREAS, said Wells Fargo Bank, N.A., which for brevity is hereinafter sometimes referred to as Bank and sometimes as Depository, hereby accepts said designation as the Depository for the public funds herein above mentioned and agrees to serve as such until sixty (60) days after the time fixed by law for the next selection of a Depository, which statutory time is presently May, 2019, or until such time as a new bank has qualified as the County Depository, on or after May, 2019, whichever should sooner occur.

At the end of this four year contract, the contract may be renewed for two years under terms negotiated by the

Commissioners' Court, and as outlined in Section 116.021 of the Texas Local Government Code.

WHEREAS, Wells Fargo Bank, N.A., desires to qualify as such Depository by pledging with the Commissioners' Court securities in the amount provided by law under Section 116.058, Local Government Code, but limited to Federal Home Loan Bank Letters of Credit and to Securities eligible under Texas Government Code, Title 10, Section 2256.009, (a) (1), provided that the market value of securities which the bank is obligated to pledge is never below the total deposits. Such securities so pledged shall be deposited in Trust with the Federal Reserve Bank, or other party selected by the bank and approved by the Jefferson County Commissioners' Court without expense to the County under an appropriate contract to be drawn conformably to the requirements of the Depository Law, and in accordance with this contract. The amount of securities so pledged shall be determined by their market value, and reported daily to the County Treasurer. Market values shall be determined monthly by an independent third source.

NOW THEREFORE, in consideration of the premises, and for the purposes and upon the conditions herein stated, Wells Fargo Bank, N.A., does hereby assign to and pledge with Jefferson County and the Commissioners' Court thereof securities as set forth on attached Exhibit D, which securities shall be of the kind and character described under Texas Government Code, Title 10, Subsection 2256.009(a) (1).

Wells Fargo Bank, N.A., as such Depository hereby acknowledges itself duly and firmly bound for the faithful performance of all of the duties and obligations devolving by law upon it as such Depository; that all funds deposited with it as such Depository shall be faithfully kept by it as such Depository and accounted for according to law; that with

respect to the funds belonging to the County, or under its jurisdiction and control, it will, in accordance with applicable law, pay on due and proper presentation all checks and drafts drawn upon it as such Depository by the County Treasurer of said County, when sufficient collected funds are on deposit therefore in accordance with applicable law.

Should Depository at any time fail to pay and satisfy, when due, any check, transfer, draft or voucher lawfully drawn against Depositor's deposits, or commit a material breach of its agreement with Depositor, Depositor shall give written notice of such failure or breach and Depository shall have three (3) business days to cure such failure or breach. In the event Depository shall fail to cure such failure or breach within the three (3) days or should the Depository be declared insolvent by a Federal bank regulatory agency, or if a receiver is appointed for the Depository (each an event of default), it shall be the duty of the Custodian, upon demand by the Depositor (supported by proper evidence of an event of default) to surrender the collateral to Depositor.

Depositor may sell all or any part of such collateral and out of the proceeds thereof, pay Depositor all damages and losses sustained together with any expenses incurred by it of any kind on account of such failure. Collateral may be sold by Depositor at public or private sale provided however that Depository shall have one business day notice of the time and place of the sale, and Depository and Custodian shall have the right to bid at such sale.

When securities pledged hereunder shall be in excess of the amount required under the provisions of Section 116.054, Local Government Code, and other pertinent statutes, the Commissioners' Court shall permit the release of such excess. When the funds on deposit with said Depository Bank shall for any reason increase beyond the amount of security provided,

said Bank shall immediately pledge additional securities to the Commissioners' Court hereunder to the end that securities pledged shall at no time be less than the total amount of funds on deposit in the Depository Bank and covered by this Depository Contract.

The Bank shall have the right of substituting other securities for those herewith pledged (Exhibit D), or any part thereof, provided the securities substituted meet the requirements of the law and this contract and are approved by the Commissioners' Court. The pledge of securities herein mentioned is for the purpose of securing the faithful performance by said Bank of its duties as Depository as herein set forth.

The Bank also agrees to pay interest on "Certificates of Deposits", to the extent permitted by applicable laws and regulations. Interest on each certificate of deposit will be paid as outlined in Exhibit B, page 1.

The Bank will pay interest on interest bearing checking accounts, at the Texas Managed Rate. Rates are set on a weekly basis by the Texas Regional Finance Management team and will be computed on daily collected balances and paid on the last day of each month. A bonus rate of 0.15% fixed will be set for the first year of the contract.

On non-interest bearing checking accounts, the earnings credit will be calculated as shown in Exhibit B, page 3.

Other services rendered by the Bank at the request of the County will be provided subject to and at the Bank's service fees schedule, listed in Exhibit B.

Cost for banking services not detailed on the attachments will be negotiated. The County will pay for

services by direct fee payment.

Daily activity reporting is available via computer access through Commercial Electronic Office, (CEO), with the charges set forth in Exhibit B.

The County elects to set up interest bearing checking and non-interest bearing checking accounts on the Wells Fargo Bank account analysis system. The monthly account analysis will provide information as detailed in Exhibit B.

Wells Fargo Bank, N.A. will provide controlled disbursement services using Wells Fargo Bank, Van Wert, Ohio, in Cleveland, Ohio's Federal Reserve 4<sup>th</sup> District, as its clearing bank.

Monthly bank statements will provide:

- Checks serially sorted by number
- Listing of checks (with check numbers) and drafts
- Deposits and Deposit items
- Debit and credit memos
- Total number of checks, withdrawals, and other items
- Total number of deposit items
- Daily balances
- Average ledger and collected balances
- Any other activity in accounts

These statements shall be provided within twenty (20) working days after the calendar month end. The County will pay the fee for such statement services as provided in Exhibit B.

If the statements are lost in transit, Wells Fargo Bank, N.A. agrees, at its cost, to reconstruct such statements.

The Bank will handle any and all non-sufficient funds (NSF) checks, as may be issued by Jefferson County when presented for payment. Accounts are not considered overdrawn unless the total aggregate relationship is overdrawn. If this is so and not covered timely, then a charge can be assessed. Charges will be calculated from the date the check

is received by the bank until payment is made by the County in collected funds.

The Commissioners' Court reserves the right to direct the County Treasurer to withdraw any amount of funds of the County, that are deposited in the County Depository, and that are not required immediately to pay obligations of the County, and invest those funds in direct debt securities of the United States (according to Texas Government Code, Title 10, Section 2256).

In the event of a Bank failure causing the Bank to fail to honor all of the funds deposited with it as County Depository, then, in such event, the County shall have all rights and duties available at law, including, without limitation, the rights and duties of a secured creditor under Chapter 9 of the Texas Business and Commerce Code.

Any suit arising out of or in any way connected with this contract shall be tried in the County of Jefferson and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

This Contract shall be executed in compliance with 12 U.S.C.A. 1823e regarding depository contracts and pledged collateral, and shall be for a term of four (4) years.

Furthermore, the pledge of the securities hereunder shall extend to cover and secure all funds of governmental agencies authorized by law to be collected by the County Tax Collector, which he or she may collect and deposit as authorized by law with the Bank as County Depository.

If ownership of Wells Fargo Bank, N.A. changes, the county at its option may within 90 days of notification or discovery of such change in ownership, cancel or continue the

contract. Any such cancellation of this depository contract will become effective immediately upon county notice to the depository bank within 90 days from the date of notification or discovery of change in ownership at the option of the county.

All Exhibits attached hereto are incorporated into this contract by reference.

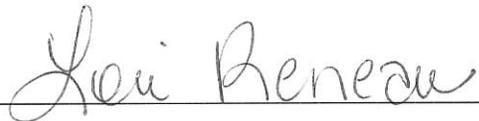
The accounts and all other banking services will be subject to the Bank's standard agreements governing accounts and services, but this Depository Contract will control in the case of any conflict.

IN TESTIMONY WHEREOF, witness the signatures of Wells Fargo Bank, N.A., on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, acting by and through its officers who are hereunto duly authorized by resolution of the Bank's Board of Directors, (Exhibit C) and of JEFFERSON COUNTY, acting by and through its Commissioners' Court, and pursuant to order of said Commissioners' Court dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Wells Fargo Bank, N.A.

  
\_\_\_\_\_  
Josh Rodriguez  
Wells Fargo Bank, N.A.  
Government Banking

ATTEST:

  
\_\_\_\_\_

Wells Fargo Bank, N.A.

JEFFERSON COUNTY

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

\_\_\_\_\_  
Commissioner Precinct 1  
Eddie Arnold

\_\_\_\_\_  
Commissioner Precinct 3  
Michael S. Sinegal

\_\_\_\_\_  
Commissioner Precinct 2  
Brent A. Weaver

\_\_\_\_\_  
Commissioner Precinct 4  
Everette "Bo" Alfred

ATTEST:

\_\_\_\_\_  
Carolyn Guidry  
Jefferson County Clerk

EXHIBIT A

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black square background.

## **The County of Jefferson**

# **Response to Request for Proposals for Banking Services**

April 1, 2015

**Submitted by:**

Wells Fargo Bank, N.A.  
6250 Delaware Street  
Beaumont, TX 77706

Kim Maxey  
Treasury Management Sales Consultant  
713-319-1601  
kim.maxey@wellsfargo.com

Josh Rodriguez  
Senior Industry Specialist  
409-861-6370  
josh.rodriguez@wellsfargo.com

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## Executive summary

The Wells Fargo Government Banking Division is pleased to have the opportunity to present this proposal for Jefferson County. Wells Fargo prides itself on adding value by working closely with our customers to meet their funds management goals. By “working closely with our customers” we mean that we are available and on-site whenever needed, particularly during the transitional period of changing banks.

At Wells Fargo, we are committed to delivering the latest technology to our customers in the most cost efficient manner. We will commit that as product enhancements are developed, we will offer them to the County. We are very excited to provide creative solutions to enhance your current structure and improve overall efficiencies.

Within this proposal we are offering the following:

- Josh Rodriguez, a dedicated government banking representative with 10 years of experience with Wells Fargo, and seven years in government banking; based in Beaumont with local backup
- A dedicated service officer assigned specifically to Jefferson County, with a direct line, as a backup to your local government banking representative
- Treasury management and banking services **at no charge** to the County, based on average monthly balances given activity and current earnings credit rate (ECR) of 0.49% noted in the RFP
- **Free** armored car service (up to \$5,000 per month)
- One-time \$2,500 allowance to help pay for check stock or sealed bags
- Unique Government Banking options such as Print Services, where you can use excess ECR to help pay for things such as print and mail jury summons, tax statements, or even issue pay cards for employees and jurors
- Although not anticipated given historical balances and activity, should there be a service charge, we will waive the two highest activity months charges for traditional bank products – credited back at the end of the year – for the duration of the contract
- A Bonus interest rate of 0.15% fixed for the first year of the contract. The following years of the contract will be at the Texas Managed Rate, currently 0.10% \*The bid worksheet was figured on the standard Texas Managed Rate of 0.10%.
- **Free Desktop Deposit® scanners** for the tax collections offices if the County chooses to utilize the service, a \$4,200 value
- Superior service with our award winning Commercial Electronic Office® (CEO®) portal, where you can access all of your banking needs from one login screen
- Full brokerage services for self-managed investments
- Complimentary comprehensive review of Insurance Policy and Prescription Benefit Management service (see "Proposed Optional Services") valued at \$5,000
- A peace of mind with Wells Fargo, a highly rated and long standing financial institution

\*Please note that the above information is proprietary and confidential to the County.

### Local relationship management

Your dedicated government banker and his backup are in Beaumont, a ten minute drive from your office. This Wells Fargo team brings an exceptional combination of local relationship

knowledge of statutes, regulations, and industry trends which has been achieved with your help, and we aim to keep it that way. Whether we're implementing a new program or automating an existing system, our hands-on consultation makes a difference.

Our promise is to meet or exceed the County's expectations!

### Business continuity

We live in Jefferson County, and hurricanes are just a part of life here. In the event of a hurricane we are here to help with:

- 687 branches in Texas to take care of your employees' needs; cash their paychecks, and help the County conduct your business across the state
- Use online access to send payroll files or wire vendor payments while you are away from the office
- CEO Mobile® banking to approve wires or positive pay exceptions from smartphones and iPads

### Established local branch locations

Wells Fargo can support the County with eight branches in Jefferson County. We can also support your employees at work or at home with two Orange County branches, two Hardin County branches, one Liberty County branch, and one in Chambers County.

### Flexibility

During this temporary record low interest rate environment we may not offer the highest interest rate, but we do provide the highest quality customer service and services. We give our customers the flexibility to use balances to offset service fees or maximize their investments with investment agencies or other investment opportunities. We will meet periodically to review the best options for the County. Our main focus is giving you the best local service with national products, services, technology, and security.

### Local team – National product leadership

“At Wells Fargo we know that we must offer better products and a broader product line than our local competitors. We also must out-perform our national competitors by staying close to our customers in each of our communities, understanding their needs and providing professional, personalized and timely service.” **Richard M. Kovacevich, former Chairman & CEO, Wells Fargo**

The team at Wells Fargo that works on behalf of the County is comprised of bankers that are talented, motivated, and energized. We are a group that considers ourselves partners in a team effort with the County, working to achieve common goals. The group is comprised of the following individuals:

Josh Rodriguez, Relationship Manager

Tim Kreitzer, Backup Relationship Manager

Lorie Reneau, Banker Associate

Kim Maxey, Treasury Sales Consultant

Gem Dang, Treasury Sales Associate

Ken Guillory, Institutional Brokerage

Sheila Lynch, Public Funds Administration

Quickly changing technology and needs require a bank and bankers who have the ability to keep pace and keep customers informed. We will provide ongoing consultative services to the County. As new technology and products are introduced, our relationship allows us to collaborate

quickly and creatively. We believe that Wells Fargo is uniquely suited to provide the County superior financial service by combining local service and support with national resources, today and into the future.

### Community reinvestment

Community reinvestment is an integral part of our business culture at Wells Fargo. We have long understood that we can be no stronger, or more successful, than the neighborhoods and communities where we do business, and where our team members live and raise their families.

We are one of corporate America's top 10 largest givers; ranking ahead of peers that are two and three times our size. We have caring and energetic team member-volunteers and our team members can be found as leaders in community partnerships.

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low-to-moderate income communities and families, and Wells Fargo meets this requirement.

In its most recent (2009\*) CRA examination, the Office of the Comptroller of the Currency (OCC) gave Wells Fargo an "Outstanding" rating — the highest rating possible. We met and exceeded community needs in areas such as affordable housing, financial education, and small business lending.

\*The OCC conducts a CRA examination every four years.

We've included the Wells Fargo Corporate Social Responsibility (CSR) report that we publish every two years, with an interim update in the year between in Appendix Tab F which provides more information on how we give back to our communities.

### Jefferson County and Wells Fargo – Creating a lasting partnership

Our goal is to create a solid, long-lasting relationship with the County offering a value-add solution for banking services. Wells Fargo is uniquely suited to continue providing the County with first-class, local banking services, and partnership to develop and maintain technological solutions. You have access to products, solutions, and expertise of one of the country's top financial services providers along with local relationship management and local Texas bankers.

Wells Fargo agrees to provide the services, and to adhere to all requirements, specifications, and terms and contract provisions set forth in the Request for Proposal (RFP) issued by Jefferson County.

Respectfully submitted,



Josh Rodriguez  
Government Banking  
6250 Delaware Street  
Beaumont, TX 77706  
409-861-6370  
409-861-636 fax  
josh.rodriguez@wellsfargo.com

## Wells Fargo Government Banking team bios

### **Josh Rodriguez - Government Banking**

*Senior Industry Specialist*

Josh is the primary contact for the County and has the distinction of being the first government banking industry specialist to be hired by Wells Fargo to serve the Golden Triangle area working in Beaumont. He has been with the bank for 10 years and in Government Banking group for seven of those years.

Josh now manages the banking relationships for Jefferson, Orange, and Hardin counties along with 27 other public entity customers.

### **Tim Kreitzer - Vice President**

*Back-up Relationship Manager*

Tim has been with Wells Fargo for more than 20 years. After nine successful years on the retail side of the bank, Tim made the transition to Business Banking in the fall of 2001. Tim manages the Government Banking team for the Houston and Golden Triangle market.

### **Lori Reneau**

*Administrative and Customer Assistant*

Lori provides Josh and Tim with administrative support, and is also available to assist the County with issues or questions when needed. Lori has extensive public funds experience with more than twenty years in banking.

### **Kim Maxey - Senior Vice President**

*Treasury Management Sales Consultant*

Kim has the primary responsibility for providing treasury management expertise and consults with you on issues pertaining to treasury management products and services. She brings more than 27 years of banking experience in the areas of treasury management, operations, and corporate banking.

Kim is an active member of Kiwanis Club of Kingwood, Lake Houston Family YMCA Board, and a member of the Association of Financial Professionals (AFP). She has relationships with several governmental entities in the Golden Triangle and greater Houston area.

### **Gem Dang**

*Treasury Management Sales Analyst*

Gem supports Kim Maxey with treasury management sales and support. She can assist with treasury management questions when your sales consultant is unavailable.

Gem brings more than eight years of banking experience to her current position. In addition, she assists you directly with any items pertaining to the implementation of new services.

## Public Fund References

<p><b>City of Beaumont</b> 801 N. Main Street Beaumont, TX 77701 Contact: Laura Clark</p>	(409) 880-3115
<p><b>Jefferson County</b> 1149 Pearl Street Beaumont, TX 77701 Contact: Tim Funchess</p>	(409) 835-8510
<p><b>Lamar University</b> 4400 S. MLK Pkwy Beaumont, TX 77710 Contact: Twila Baker</p>	(409) 880-8276
<p><b>Lamar Institute of Technology</b> 855 E Lavaca Beaumont, TX 77705 Contact: Donna Quebedeaux</p>	(409) 839-2065
<p><b>Jefferson County Trust</b> 1149 Pearl Street Beaumont, TX 77701 Contact: Tim Funchess</p>	(409) 835-8510
<p><b>Jefferson County Drainage District No. 7</b> 4401 9th Avenue Port Arthur, TX 77642 Contact: Phil Kelley</p>	(409) 985-4369
<p><b>Jefferson County Drainage District No. 6</b> 6550 Walden Road Beaumont, TX 77707 Contact: Chuck Oakley</p>	(409) 842-1818
<p><b>City of Nederland</b> 1400 Boston Avenue Nederland, TX 77627 Contact: Cheryl Dowden</p>	(409) 723-1509
<p><b>Nederland Independent School District</b> 220 North 17th Street Nederland, TX 77627 Contact: Melissa Wong</p>	(409) 724-2391

<p><b>City of Orange</b>        803 Green Avenue        Orange, TX 77630        Contact: Gail English</p>	<p>(409) 883-1081</p>
<p><b>City of Lumberton</b>        836 North Main        Lumberton, TX 77657        Contact: Steven Clark</p>	<p>(409) 755-0031</p>
<p><b>Jefferson County Drainage District No. 3</b>        2440 Hwy 124        Hamshire, TX 77622        Contact: Shanna Verret</p>	<p>(409) 243-3495</p>
<p><b>Jefferson County Appraisal District</b>        4610 S 4th Street        Beaumont, TX 77705        Contact: Diana Miller</p>	<p>(409) 840-9944</p>
<p><b>Sabine Neches Navigation District</b>        2348 Hwy 69        Nederland, TX 77627        Contact: Clayton Henderson</p>	<p>(409) 729-4588</p>
<p><b>Jefferson County WCID No. 10</b>        3707 Central Boulevard        Nederland, TX 77627        Contact: Tommy McDonald</p>	<p>(409) 722-6922</p>
<p><b>Port of Port Arthur</b>        221 Houston Avenue        Port Arthur, TX 77640        Contact: Judy Bettis</p>	<p>(409) 983-2011</p>
<p><b>Sabine Pass Port Authority</b>        PO Box 1067        Sabine Pass, TX 77655        Contact: Sherri Droddy</p>	<p>(409) 971-2411</p>
<p><b>South East Texas Regional Planning Commission</b>        2210 Eastex Freeway        Beaumont, TX 77703        Contact: Jim Borel</p>	<p>(409) 899-8444</p>

<p><b>City of Port Neches</b>            Secondary Depository Relationship            634 Avenue C            Port Neches, TX 77651            Contact: Andre Wimer</p>	(409) 727-2182
<p><b>City of Groves</b>            3947 Lincoln Avenue            Groves, TX 77619            Contact: Lamar Ozley</p>	(409) 960-5776
<p><b>Lumberton Municipal Utility District</b>            55 W. Chance Cut-Off Road            Lumberton, TX 77657            Contact: Carla Belt</p>	(409) 755-1559
<p><b>Orange County</b>            123 6th Street            Orange, TX 77630            Contact: Christy Khoury</p>	(409) 882-7991
<p><b>Jefferson County Emergency Services</b>            PO Box 7844            Beaumont, TX 77726            Contact: Lavon Jones</p>	(409) 842-3008
<p><b>City of Bevil Oaks</b>            7525 Sweegum Road            Beaumont, TX 77713            Contact: Kimberly Vandver</p>	(409) 753-1475
<p><b>City of Silsbee</b>            105 S. 3rd Street            Silsbee, TX 77656            Contact: DeeAnn Zimmerman</p>	(409) 385-2863

## **Contractual requirements**

### **2.1 Type of banking relationships**

**The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts, time deposits, and/or Certificates of Deposit.**

Acknowledge and agree.

### **2.2 Compliance with statutes**

**By returning the Bid Worksheet, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2544, et. Seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th leg. 1987; Article 2547 a,b,c; and Article 2558a et. Seq.) that pertain to the managing and safekeeping of County funds and will comply with those statutes.**

Acknowledge and agree.

### **2.3 Bank affiliation**

**A proposing bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The bank must be a Federal or Texas chartered bank doing business in and having a service facility within Jefferson County.**

Wells Fargo meets this requirement.

### **2.4 Duration**

**The Bank contract will be effective for a period of four (4) years ending sixty (60) days from the time fixed by law for the next selection of a depository.**

**If a time deposit or certificate of deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities as required by law for public funds, to provide for the maturity of the time deposit or certificate of deposit.**

Acknowledge and agree.

### **2.5 Renegotiations**

**This four year contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four year contract if:**

- a) the new financial terms do not increase the prices to the county by more than 10 percent; and**

- b) **the county has the option to choose to use the initial variable interest rate option, or to change to the new fixed or variable interest rate options proposed by the bank.**

Acknowledge and agree.

## **2.6 Investments made outside depository bank**

**Jefferson County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas, as a result of court order, and the Investment Policy of Jefferson County. All investment purchases shall be made on a delivery versus payment basis.**

Acknowledge and agree.

## **2.7 Submitting financial statements**

**All Banks wishing to be designated as a Depository Bank will include as part of the Proposal:**

- a) **The Bank's last three (3) quarterly Uniform Bank Performance Reports.**
- b) **The Bank's last three (3) Call Reports**
- c) **The Bank's Annual Financial Reports for the past 2 years.**

UBPR can be found at <https://cdr.ffiec.gov/public/ManageFacsimiles.aspx> (click Unique Identifier, and use the Wells Fargo FDIC Certificate No. 3511)

You can obtain our previous four quarterly call reports at the following site: [fdic.gov/Call\\_TFR\\_Rpts/index.asp](http://fdic.gov/Call_TFR_Rpts/index.asp). Using the Wells Fargo FDIC Certificate No. 3511.

You can find our most recent annual report at: [wellsfargo.com/invest\\_relations/annual](http://wellsfargo.com/invest_relations/annual).

## **2.8 Good faith guarantee**

**A Bank desiring to be the Depository Bank must submit with the Bid Proposal Worksheet, a certified cashier's check in the amount of \$853,349.66 (one-half of one percent of the county's revenue for the preceding year) payable to Jefferson County as a guarantee of good faith. The County will hold the check until a Depository Bank is selected and the bond and/or security has been filed.**

Acknowledge and agree.

## **2.9 Liquidated damages for not providing security**

**As stated in Code Section 116.023:**

**"If a bank is selected as a depository and does not provide the bond and/or security, the county shall retain the amount of the check as liquidated damages."**

**A new depository shall then be selected.**

Acknowledge and agree.

## **2.10 Security**

**Within fifteen (15) days after selection of the Depository, the Bank so selected is to qualify as a County Depository. As soon as the contract for securities pledged is provided and approved by the Commissioners' Court, an order will be entered by the County designating the successful applicant, or applicants, as Depository for the funds of Jefferson County. This contract shall remain in place until sixty (60) days after the time fixed for the next selection of a Depository, to-wit, May, 2019, or until such time as a new Bank has qualified as County Depository, whichever should sooner occur. Thereupon, the County Treasurer will place with said Depository all the funds belonging to Jefferson County.**

Acknowledge and agree.

## **2.11 Pledged collateral**

**a) Pledged Securities in the amount provided by law under Sec. 116.054, V. T. Local Government Code, will be provided in quantities sufficient to fully collateralize all of the Funds of Jefferson County and their subdivisions.**

- 1) U.S. Treasury Notes**
- 2) U.S. Treasury Bills**
- 3) Federal Farm Credit Banks Notes and Bonds**
- 4) Federal Home Loan Banks Notes and Bonds**
- 5) Federal National Mortgage Association Notes and Bonds**
- 6) Federal Home Loan Mortgage Corporation Notes and Bonds**
- 7) Federal Home Loan Bank Letters of Credit**

**The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank or the Bank of New York-Mellon Trust Company, without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.**

Wells Fargo agrees to these requirements.

## 2.12 Collateral management

**The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value.**

We will comply with the collateral rules set in the Texas Public Funds Code Chapter 2257.022.

Collateral needs are met based on prior day close of business assuming accounts are in the correct public funds product. Same day collateral requests must be made by phone or email to the Public Funds Collateral group by 10:30 a.m. PT.

Included in Appendix (Tab D) are details regarding our Public Funds Collateralization Program and a sample contract.

## 2.13 Value of collateral

**The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.**

Wells Fargo updates the market value of the securities in its portfolio daily. It obtains market values from established third-party service, IDC -Trust, which provides valuation services to many market participants.

## 2.14 Daily reports

**A daily list of account balances and market value of pledge collateral will be provided to the County Treasurer.**

Wells Fargo provides online access to view the previous day collateral position through Bank of New York Mellon's Inform website.

## Service requirements

### 3.1 Contact person

**Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.**

**Bank must also provide a list of contact personnel and phone numbers within the bank who are qualified to provide information and assistance in the following areas:**

- General Information**
- Safekeeping and Securities Clearance**
- Posting and Deposit Discrepancies**
- Stop Payments**
- Balance Adjustments**
- Collateral Adequacy**
- Internal Transfers**
- Wire Transfers**
- Online PC Service**
- Certificates of Deposit rate quotes**
- Signature Cards**
- Opening and Closing of Accounts**
- On-Line Services**

Josh Rodriguez will be the Relationship Manager for the County. He has been with Wells Fargo for 10 years and in Government Banking for seven years.

Josh can be contacted at 409-861-6370 (office), 409-718-6530 (cell), or by email at [josh.rodriguez@wellsfargo.com](mailto:josh.rodriguez@wellsfargo.com).

As a local back-up, Lori Reneau, Government Banking Business Associate, may be reached at 409-861-6329, or by email at [lori.reneau@wellsfargo.com](mailto:lori.reneau@wellsfargo.com).

### 3.2 On-line services

**It is requested that as a part of the proposal the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, wire and book transfers, managing controlled disbursements, collected and ledger balances, check imaging, stop payment requests, confirmations, and detailed debits and credits. Attach product description, pricing, and sample reports for the on-line PC link available. Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the bid is awarded.**

Designed as a one-stop shop for access to banking services, our *CEO* portal is available 24 hours a day, 7 days a week, and provides you with single sign-on access to account information and a wide range of financial services. You can customize your portal home page, so you can view critical account balances and transaction information at a glance.

The County has access to the following services through the *CEO* portal:

<b>Services available through the <i>CEO</i> portal</b>	
<p><b>Treasury Management</b>            ACH Deletes &amp; Reversals Online            ACH Fraud Filter            ACH Inquiry            ACH Payments            ARP Register Maintenance            Basic Banking            Cash Vault            Deposit Maintenance            Desktop Deposit<sup>®</sup>            Document Retrieval            E-Box<sup>®</sup> Decisioning            Electronic Document Delivery            Event Messaging            Healthcare Claims Payments            Healthcare Supplier Payments            Image Positive Pay            International ACH Payments            Lockbox            Payment and Delivery Preferences            Payment Manager<sup>®</sup>            Payment Manager<sup>®</sup> File Validation Tool            Retail Lockbox Image Archive            Returned Item services            Reverse Positive Pay            SAFE Transmission            Self Administration            Statements &amp; Notices            Stops-Images-Search            Sweep Statements and Confirmations            Wells Fargo Business Online Banking            WellsTax<sup>®</sup> payments            Wire Transfer</p> <p><b>Prepaid Card Services</b>            Paycard            Prepaid Card            Wells Fargo<sup>®</sup> Visa<sup>®</sup> Gift Card</p> <p><b>Health Benefit Services</b></p>	<p><b>International Services</b>            Canadian Treasury Services            Foreign Exchange            Trade Services Online            TradeXchange: Export Services            TradeXchange: Import Services            TradeXchange: MIS and Images</p> <p><b>Credit, Loan, and Finance</b>            Asset Based Lending            Business Credit Services            Credit Management            Fed Funds Online            Global Fed Funds            Interest Rate Management            Loan Document Templates            Mortgage Information Reporting            Receivables Financing            Supply Chain Finance            Warehouse Lending Finance            WFBCI Customer Reporting</p> <p><b>Trust and Investment*</b>            Fed Funds            Institutional Investing: Reporting            Institutional Investing: Trading            Market Linked Investment Offerings            Mutual Fund Reporting            Mutual Fund Trading            Prime Services            Retirement Plan Payments            Retirement Professionals Workstation            Retirement Solutions            Securities Lending Reporting            Security Valuations            Trust Analytics            Trust Information Delivery            Trust Portfolio Reporting            Trust Transaction Management            Wells Capital Management            Wells Fargo Advantage Funds</p>

Services available through the <i>CEO</i> portal	
Health Benefit Services	Wells Fargo Securities – Fixed Income Sales
<b>Purchasing</b> Commercial Card Expense Reporting	<b>Shareowner Services</b> Shareowner Client Connect

\*Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

## Features and capabilities

With our single sign-on system you can:

- Centralize your payment and disbursement capabilities
- Customize and download current day and previous day reports
- Place stop payments, research transactions, and view images
- Initiate a full range of transactions, including ACH and wire transfer, trade, credit, and trust
- Control access to your accounts, set user transaction limits, assign administrators, and manage how transactions are authorized
- Sign up for services right from your desktop
- Receive time-sensitive notifications by email, text message, or fax
- Mitigate fraud and operational risk with advanced monitoring and decision-making tools

As an existing user of the *CEO* portal, you may already be familiar with particular features of the system. The portal includes access to product demos, and your staff can access tutorials and sign up for webinars taught by trained product experts. User guides and answers to frequently asked questions are also easily found on the site.

However, your dedicated Government Banking team, led by Josh Rodriguez, is always available to provide assistance when needed.

## Online reporting

Our Treasury Information Reporting service delivers online, customizable information reporting for all your account activity. With a single sign-on, you can view, print, or download your balances and transactions — and view check images on select reports — for review in minutes.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction detail, as well as reports on specific transaction types.

Reports can be downloaded as needed into your accounting, treasury workstation, or spreadsheet applications. Download and viewing options vary by report, but can include BAI V2, CSV, Excel, HTML, and PDF.

### Current day

Our current day (intraday) reporting includes the following transaction types: wire transfer, ACH debits and credits, controlled disbursement summary and detail, and remote deposits with detail.

Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, or 90 calendar days.

We update current day information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

#### Previous day

Our previous day reporting includes all transaction types that post to your accounts. Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days.

We update previous day information reporting by 5:30 a.m. CT each banking day.

#### Available reports

We offer a variety of online reports and statements to support your treasury management activity. Refer to the Appendix (Tab B) which includes samples and describes statements and reports that are available to you through our Treasury Information Reporting service.

#### Inquiry capabilities

Wells Fargo offers general inquiry capabilities online through our *CEO* portal, which you'll access with a single sign-on. We also offer inquiry capabilities within specific product applications of our online system. We've described those services below.

#### Treasury Information Reporting

You can search for specific transactions within many of our online reports. The table below includes specific search criteria available for several of our reports.

Report search criteria	
Account number	Debit or credit transaction type
Account type	Amount or amount range
Currency	Reference number or reference number range
Date or date range	Location number or location number range

The screen shot below shows the search criteria available for our Previous Day Composite report.

**Customize Standard Report**

★ Required field      ? For more information

Report Name: **Previous Day Composite: Transactions Only**

Report Format: ★ ? HTML (new window) ▼

Data Columns: View Edit Columns (CSV & Excel Only)

Select Account(s): ★ ?

Account Number/ Bank ID / Account Name / CCY

12344	(073000228 - ABC COMPANY)	USD
12345	(073000228 - WIDGETS INC.)	USD
12345CAD	(026004077 - WORLD HOLDINGS)	CAD
12345EUR	(026004077 - GREEN CASTINGS)	EUR

Select all Accounts (To select multiple accounts use the 'Ctrl' key.)

Select Filter Category ▼ Filter Value Filter Reset

Relative Date or Date Range: ★ ? Please select a relative date or date range.

Previous Business Day ▼

05/22/20xx through

Debit / Credit Information: ★ ? Debits and Credits ▼

Include Transaction Criteria: ★ ?

Transaction Group	Transaction Type
All	All
ACH Concentration Debits & Credits	ACH Concentration Credit
ACH Debits & Credits	ACH Concentration Debit
Adjustment Debits & Credits	ACH Credit Received

To select multiple transaction groups or transaction types, use the 'Ctrl' key.

Amount or Range: (xxxx.xx) through

Ref # or Range: (xxx-xxxxx) through

Location # or Range: (xxx-xxxxx) through

Sort Report by: ★ Location and Amount (descending) ▼

Additional Information:

Recap by Location

Subtotals Only

Include Transaction Links

Summary of Customization Criteria

Save As Create Report Cancel

### Stops-Images-Search

You can perform inquiries for issued and paid check transactions, deposits, debits, credits, stop payments, or all posted items for up to seven years from the posting date, and then print your results — all from a single web page. You can also view details for each of the transactions within your search.

- Range searches help you locate any items by date or dollar amount. You can also search for specific items by entering check and customer reference numbers. Transactions that qualify for stop payments or image requests are identified so that you can:
  - Search for posted items
  - Initiate stop payments
  - Renew or release stops
  - View the status of items issued (outstanding, canceled, or voided)\*
  - View online images of checks, electronic deposits, or paper deposits that have posted to your accounts

\*Requires use of account reconciliation service.

A screen shot of our Stops-Images-Search service is below.

Other inquiry capabilities

In addition to those services described above, we offer inquiry capabilities through the online treasury management services shown in the table below.

Treasury management services with inquiry capabilities	
ACH Inquiry	Lockbox
ACH Fraud Filter	Retail Lockbox Image Archive
Commercial Card Expense Reporting	Returned Item Services
<i>Desktop Deposit</i>	Reverse Positive Pay
Image Positive Pay	Wire Transfer

Alerts

Event messaging is an optional service that complements our online information reporting service. You can receive critical information alerts by email, fax, or text message about:

- ACH received and return activity
- Controlled disbursement totals
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity
- Returned items
- Unauthorized incoming ACH transactions

Based on your direction, we can notify you immediately, once every hour, once every two hours, once a day, or twice a day.

## Mobile banking

We offer *CEO Mobile* banking in conjunction with our standard online banking service.

In 2007, Wells Fargo became the first major U.S. bank to offer mobile services for commercial and corporate customers. With the *CEO Mobile* service, you can perform many of the same tasks you access through the portal, as well as additional functions such as uploading business expense receipts or depositing checks using an iPhone, iPad, or Android device.\*

\*Requires iOS version 6.1 or above or Android version 4.0 or above.

Access the service from any smartphone and sign on using your portal authentication credentials.

Use the <i>CEO Mobile</i> service for	Features
<b>ACH payments</b>	Approve or reject domestic ACH transactions
<b>Cash management</b>	Transfer funds between your corporate bank accounts at Wells Fargo and monitor intraday account balances and transactions, including controlled disbursement summary and lockbox availability information
<b>Exception processing</b>	View positive pay images and make pay or return decisions
<b>Fraud protection</b>	View ACH Fraud Filter details and make pay or return decisions
<b>Information reporting</b>	View previous day and intraday composite reports, as well as detailed reports on controlled disbursements and lockbox deposits
<b>Making deposits</b>	Deposit checks and money orders to your corporate bank account using an iPhone, iPad, or Android device*
<b>Mobile alerts</b>	Receive notifications about critical transactions or items that need your attention
<b>Managing commercial cards</b>	Cardholders can view remaining credit, review charges and declines, and enter out-of-pocket expenses  Program administrators can set limits, maintain card details, and manage the Merchant Category Code strategy
<b>Managing commercial loans</b>	Review and reset rates for expiring term loans
<b>Tokenless authentication</b>	Use our One Time Code service to review and approve important transactions — even when you don't have your token
<b>User access control</b>	Administer and reset passwords, approve dual custody changes, and enable or disable users
<b>Wire transfers</b>	Approve or reject outgoing wires and initiate templated wires

\*Requires iOS version 6.1 or above or Android version 4.0 or above.

### 3.3 Analysis report

Monthly account analysis reports will be provided for each account and on a total account basis. Reports will be made available online and in multiple formats. The account analysis will contain, at a minimum, the following:

- average ledger balance
- average float
- average collected balance
- average negative collected balance
- average positive collected balance
- reserve requirement
- available balance for earnings credit
- price levels for each activity
- monthly volumes by type
- earnings credit allowance (provide an explanation of how the earnings credit rate is calculated)

**A sample account analysis report will be provided as part of the Bid.**

We provide a combined monthly account analysis statements.

The billing period closes on the last day of the month. We calculate balances and account activity on the fifth business day of the next month. Your analysis statement is available electronically on the sixth business day.

We mail paper analysis statements six to eight business days after the close of the billing period.

You can choose from a variety of formats and delivery methods for receiving your account analysis statements.

The table below indicates which delivery methods are available for each format.

Format	Online	Secure email	Transmission	Mail
PDF	X	X		
ANSI 822 text 30-10 or 40-10 versions	X	X	X	
CSV	X	X		
Spreadsheet	X	X		
Paper				X

### Interactive analysis statement

We are the only financial institution that offers an online interactive analysis statement. With our interactive statement the County can trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing.

You can view the interactive statement online or download it in PDF, spreadsheet, HTML, or CSV formats. Examples of our trending feature are shown below.

Refer to the Appendix (Tab B) for a sample analysis report and statement.

## 3.4 Statements

- **Monthly and/or weekly bank statements will include checks or image of checks on CD Rom, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.**
- **A hard copy or an electronic copy of canceled checks shall be furnished to the County at month's end.**
- **Statements should be processed no later than ten (10) business days after the close of each month.**
- **If a weekly bank statement is required, the preceding week's statement should be available on the Thursday of the current week.**
- **A sample bank statement will be included as a part of the Bid.**

### Check imaging

We capture images and make check image detail available online to the County, in addition to two other delivery channels: in an image transmission or on a CD or DVD.

#### Online

Image retrieval is available as part of our Stops-Images-Search service, which lets you immediately view, print, and download items.

#### Image transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images and related index information. Image files are available as early as 10:00 a.m. CT the day after posting. Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

#### CD or DVD

We deliver disks weekly, monthly, or semi-monthly. Disks are ready nine business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

### Online statements

You can access your account statements online in PDF format, or you can subscribe to our DDA Cycled Statement report that's available through our online reporting service in HTML, BAI V2, CSV, and Excel formats.

Wells Fargo encourages our customers to "Go Green." As an alternative to paper, our customers can access their account analysis and bank statements in human-readable PDF format through the *CEO* portal. The advantage of this method over paper is that you can easily store statements on an internal system or on CD-ROM.

The following table lists the mailing dates and online availability of statements and reconciliation reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
<b>DDA statements</b>	3 days	1 day
<b>Full reconciliation statement and reports</b>		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
<b>Partial reconciliation statement</b>		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day

Refer to the Appendix (Tab B) for a sample analysis report and statement.

## 3.5 Payroll direct deposit

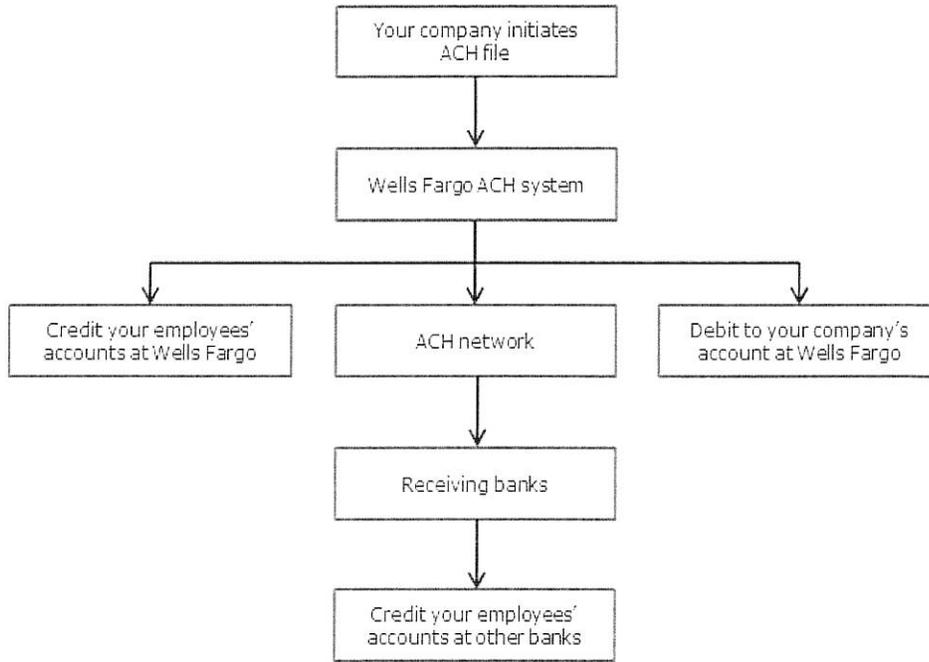
**Bank must provide the capability for the county to utilize "Direct Deposit" payroll processing, allowing employees to select the bank of their choice.**

### Payroll direct deposit

You can deposit your employees' payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts using a connection of Automated Clearing Houses.

#### Process

When the County submits an electronic file of payment information in a format approved by NACHA, Wells Fargo reads it and, following your instructions, delivers payroll entries to your employees' accounts. Their salaries are immediately available in their accounts on the morning of payday.



**Deadline**

To ensure your employees have immediate access to their funds on payday, we recommend that you transmit your file to the bank two days prior to the settlement date.

For an additional cost, we also accept direct deposit files with a one-day settlement date.

You can send direct deposit files anytime 24 hours a day, 7 days a week, although we do have established deadlines for processing. The following table lists the deadlines for both settlement options.

Origination method	One-day settlement	Two-day settlement
<b>Direct origination</b>	8:00 p.m. CT	11:00 p.m. CT
<b>Consolidated payables transmission</b>	7:30 p.m. CT	7:30 p.m. CT
<b>Online</b>	8:00 p.m. CT	8:00 p.m. CT

If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we will process it on the next business day.

**ACH origination methods**

Wells Fargo offers several ACH transaction initiation methods, including our direct origination service and the internet.

**Direct origination**

You send us a NACHA-formatted file that contains the required ACH transaction information (such as routing and transit number, account number, dollar amount, and effective date).

### Internet

If you want to originate domestic ACH transactions without having to create your own NACHA-formatted files — and gain the flexibility to make tax and other payments online — ACH Payments through the *CEO* portal is the best method for you. Once you build a template based on the payment type, it is quick and easy to create ACH transactions and send them to Wells Fargo for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
Payroll (PPD)	WEB- and TEL-initiated consumer debits
Vendor payments (CCD)	Re-presented check entries (RCK)
Federal and state tax payments (ACHTax)	Corporate trade exchange (CTX)
Cash concentration and disbursements (CCD)	Child support payments (CCD+)
Consumer debits and credits (PPD)	

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, you can export templates, beneficiaries, and payment batches to update payables and receivables systems and offline files.

When you're on the go, you can access a mobile version of our online ACH approval capabilities. Use a smartphone or mobile device\* to quickly, easily, and securely approve domestic ACH templates and payments that require immediate attention.

\*Access our mobile service on any smartphone or mobile device that has a browser. If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

To reduce your fraud risk, you must have a second user approve the release of ACH transactions or newly created templates.

## 3.6 ACH transactions

**Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. Bank will be required to provide detailed information, as well as ACH blocks on certain accounts.**

With our ACH Fraud Filter review option, ACH transactions post to your account. You review any transactions that you have not preauthorized and make a pay or return decision for each item. When you choose to return an item, we create a reversing adjustment to your account and return the transaction to the originator. With our ACH Fraud Filter stop option, any transactions that you have not preauthorized will automatically be returned without review.

### ACH Fraud Filter

You can choose from three options to protect your checking and savings accounts from unauthorized ACH transactions.

#### Review transactions and decide if you want them returned

With our review option, you can preauthorize ACH transactions to post to your account. We then notify you of any that are not preauthorized; you review those and notify us whether you want them paid or returned. When you tell us to return one, we create a reversing adjustment and return it as unauthorized.

You can request that we report:

- All ACH transactions posted to your account
- All ACH transactions that exceed a predetermined dollar amount
- ACH credit transactions only, or ACH debit transactions only
- ACH credit transactions or ACH debit transactions that exceed a predetermined dollar amount
- ACH credit transactions or ACH debit transactions outside a specified date range
- ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

If you do not make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

#### Stop unauthorized transactions automatically

With our stop option, we automatically return transactions that you have not preauthorized and process all that you have preauthorized.

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount
- Stop and return all ACH credit transactions only, or ACH debit transactions only
- Stop and return ACH credit transactions or ACH debit transactions outside a predetermined dollar range
- Stop and return all ACH credit transactions or ACH debit transactions outside a specified date range
- Stop and return all ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

#### Monitor converted check entries

Our Echeck option helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes Echeck Post and Echeck Stop options for accounts receivable check (ARC) and back office conversion (BOC), and point-of-purchase (POP) transactions.

#### Echeck Post

If you use this option in conjunction with our positive pay service, you have the opportunity to see unmatched items that will post to your account, so you can decide to pay them or return them using our online Image Positive Pay service.

If you use this option with our Perfect Presentment® service, the ACH converted check will not be matched against your check issue records.

#### Echeck Stop

If you choose this option, we will automatically stop all ineligible items inadvertently converted before they post to your account.

#### ACH reporting

Our online reporting service provides comprehensive ACH reporting.

Standard reports available include:

- ACH Origination
- ACH Receive
- ACH Return/NOC
- ACH Customer Activity

You can download reports into your accounting, treasury workstation, or spreadsheet applications in a variety of the most popular formats, including BAI V2, CSV, and Excel, and view or print the reports in HTML and PDF formats.\*

\*Download and viewing formats may vary by report.

### 3.7 Wire transfers

**Bank must provide the ability to send wire transfers on an automated or manual basis, and also provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.**

The County can send and receive wires, and transfer funds between Wells Fargo accounts quickly, easily, and securely. We discuss those options in detail below.

#### Outgoing wire options

##### Online and mobile

You can initiate same-day and future-dated domestic wires, international U.S. dollar wires, foreign exchange wires, drawdown requests, international requests for transfer, and book transfers from your computer or your mobile device<sup>2</sup>.

Through our online service, you can:

- Initiate and approve multiple wires from a single screen
- Enter information into free-form wire screens for one-off wires
- Create multiple-use templates for recurring wires to save time, with the option to lock all template information fields except date and amount
- Add, modify, and delete templates
- Upload up to 200 free-form or templated wires at a time
- Personalize each of your user's profiles to control access to accounts and wire services
- Specify number of approvals before wires can be sent (up to four approvers)<sup>3</sup>

<sup>2</sup>You can only initiate repetitive wires through our mobile service.

<sup>3</sup>Dual custody is required for our online wire transfer service, as well as for any administration services related to this service.

#### Telephone

Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint; these are validated through a voice response unit (VRU).

Repetitive wires set up on our system are completed through the VRU. To complete a free-form wire, the user is transferred to a team member in the Wells Fargo Wire Transfer department.

#### Automatic standing transfer order

To set up a repetitive wire transfer, you will tell us the criteria that our system will use to determine the amount to send. You'll also specify initiation dates and times for us to automatically send the transfers.

#### In person

You can go to any Wells Fargo store to initiate a wire. You must have signing authority on the account to initiate the request.

#### Incoming wires

We accept wire transfers from other Wells Fargo accounts and from the Federal Reserve, SWIFT, and CHIPS (Clearing House Interbank Payments System) networks. If a sender provides a valid account number in wire instructions that arrive before our processing cutoff time, we'll post the incoming funds to your account the same day.

#### Wire reporting

Our Treasury Information Reporting service provides comprehensive intraday and previous day reporting of wire transaction information.

Wire reporting includes the account name and number, wire amount, process date and time, receiving and originating banks, corresponding bank, Fed or SWIFT reference number, internal reference or confirmation number, value date, currency, wire text, and the transaction status.

You can view, print, and download any report into your accounting, treasury workstation, or spreadsheet applications. Downloading and viewing options vary based on the report you choose. Format options include: BAI V2, CSV, Excel, HTML, and PDF.

As an extension of our single sign-on portal, you can view your intraday and previous day reports using our mobile service.

### 3.8 Interest rates

**Floating interest rate bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. Jefferson County reserves the right to select the rate most favorable to the County at anytime during the term of the contract, within the guidelines of Section 116.021 (b) of the Code.**

Wells Fargo is offering our Texas Managed Rate across all accounts. The current interest rate for the Texas Managed Rate is 0.10%. This rate is based on the T-Bill along with other market factors that our Texas Regional Finance Management team analyzes to set the rate on a weekly basis.

The Texas Managed Rate account is fully collateralized, totally liquid, and will allow customers to continue to earn an ECR to help offset any analysis fees.

Month	APY
March 2015	0.10%
February 2015	0.15%
January 2015	0.15%
December 2014	0.15%
November 2014	0.15%
October 2014	0.15%
September 2014	0.15%
August 2014	0.15%
July 2014	0.15%
June 2014	0.15%
May 2014	0.15%
April 2014	0.15%

### 3.9 Disbursement services

**A successful Bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment. Bank must also agree to cash, without charge to the County or County employee, an employee's payroll check whether or not the employee has an account with the Bank. This will include any of the Bank's locations or motor-bank facilities in Jefferson County, Texas.**

Wells Fargo will continue to furnish standard disbursing services for all account to include the payment of all County checks upon presentment. We also agree to cash, without charge to the County or Jefferson County employees, the employees' payroll checks whether or not the employee has an account with Wells Fargo.

### 3.10 Positive pay

**The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies shall be cleared by a designated County employee before checks are paid by the bank. Any applicable cost should be quoted.**

Our account reconciliation (ARP) services with Image Positive Pay offers the County the most effective fraud reduction tool and the most choices available in the industry. Positive Pay identifies checks that may be fraudulent or unauthorized by matching those presented against your account to your file of issued checks. Positive Pay exceptions — checks that don't match your file — are presented to you for pay or return decisions. We will provide the County with exception item notification by 10:00 a.m. CT and you will have until 1:00 p.m. to make a "pay" or "no pay" decision.

With Image Positive Pay service, the County can view and download images of your exception items, helping you make informed. You can access Image Positive Pay services online using the *CEO* portal.

The County may choose to send a register file by direct transmission or input register information online through the *CEO* ARP Register Maintenance option.

#### Teller positive pay

We've focused on integrating our positive pay services with our teller system. Because we capture issue files and update the bank teller line every 30 minutes throughout the day, our tellers view the most current positive pay information available. Tellers validate checks presented for encashment at our teller windows by matching the serial number and dollar amount to your register file. This provides additional protection against check fraud.

Our ability to provide up-to-date information more than 50 times a day, seven days a week distinguishes Wells Fargo from other banks. We capture your positive pay issue files every 15 minutes, from 8:00 a.m. to 10:00 p.m. CT.

Wells Fargo offers both direct internet export of reconciliation data and modem transmission of data. Information is downloadable into Excel, HTML, BAI1, BAI2, and comma delimited formats.

#### Payee match

Our tellers ensure the payee name on the presented check matches the payee name on the issue file before cash is paid out. If an item with an unmatched payee name is presented for encashment, we identify it prior to encashment — helping to reduce fraudulent activity associated with payee alteration.

We can match up to 120 characters of a payee name.

When presented with an unmatched item, our tellers will make a best effort attempt to contact Treasury Management Client Services, who in turn would contact the County to request instructions about how to handle the item.

### 3.11 Deposit services

**The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the bid.**

#### Incoming wire

We accept wire transfers from other Wells Fargo accounts and from the Federal Reserve networks. If a sender provides a valid account number in wire instructions that arrive before our processing cutoff time, we'll post the incoming funds to your account the same day.

We accept incoming wires from the Federal Reserve until 5:00 p.m. CT and credit them the same day.

#### Other services

Regarding availability schedules, we:

- Determine and calculate availability of deposited items based on our optimal check clearing and collection process.
- Give immediate availability for on-us items, except for our controlled disbursement items (which are available on the following business day).
- Calculate availability on an item-by-item basis according to the routing transit number on the check, the deposit location, and the time of day when you deposit the item.

Most of our customers use our standard accelerated availability schedule. We offer alternate schedules on a case-by case basis. We will work with you to ensure you have the most appropriate availability schedule for your account.

We review our availability schedules annually. Please refer to Appendix (Tab C) for the schedule specific to your proposed depositing locations.

### 3.12 Cash overdrafts

**For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged.**

In those situations where an overdraft occurs in the funding account, we assess an interest charge on the use of "Uncollected Funds" balance at our standard Prime Rate + 4%, as well as a per item fee for each overdraft. Though there is no daily cap on fees, we do allow these fees to be offset by the earnings credit allowance.

We charge for both overdrafts and for the use of uncollected funds. Overdraft fees and uncollected funds use fees can be offset by the earnings credit allowance. The charge for overdrafts is on a per item basis and is set by your relationship manager.

The rate for uncollected funds use is based on our prime borrowing rate. The formula for this fee is shown below.

$$\frac{(\text{average daily negative collected balance}) \times (\text{overdraft rate}) \times (\text{days in period})}{(360)}$$

You will not be charged for daylight overdrafts.

Wells Fargo is a full-service bank. We continuously track all activity. Our daylight overdraft monitoring process consists of intraday monitoring of the current balance in your DDA account. The process begins by adding the opening available balance in a DDA account to the daylight overdraft limit. All ACH, wire, and other significant account activities such as investment and item processing update the balance. We compare outgoing wire transfers to this updated balance. When the balance is negative, all outgoing wire transfers are sent to the Risk Control area. We release wire transfers after receiving approval from a Credit Administrator, relationship manager, or other individual with the appropriate authority.

We do not offer a daylight overdraft line of credit. However, with credit approval, we have the ability to extend a revolving line of credit to you that can be linked to your checking account to help cover inadvertent overdrafts. Limits vary by customer and are subject to the review of the County's financial statements, credit approval, and completion of any necessary documentation. There are currently no fees charged for intraday activity.

### 3.13 Computerized output

**The Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.**

You can download an electronic file of your posted items, returned items, and electronic deposits from a secured location, using our suite of secure internet transmission protocols. Your images will be in-house when you need them.

We offer a convenient delivery schedule for each product type. Scripting software is available to fully automate file retrieval. Choose from the following two formats based on your technology infrastructure and needs:

- Image File Import archive-ready format\*: View, search, print, and store check images in your secure in-house archive
- Image File Import PDF†: Review and print items using Adobe Acrobat software

\*Lockbox files are zipped; all others are XML with a zipped image file.

†PDF not available for retail lockbox.

#### Images

We capture images and make them available to the County by three delivery channels: online, in an image transmission, or on a disk.

#### Online

Image retrieval is available as part of our Stops-Images-Search service, which lets you immediately view, print, and download items.

#### Transmission

Our Image File Import option provides a daily, weekly, semi-monthly, or monthly file of paid check images and related index information. Image files are available as early as 10:00 a.m. CT the day after posting. Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

#### CD or DVD

CD-ROMs hold up to 30,000 images (front and back) and DVDs hold up to 120,000. We deliver disks weekly, monthly, or semi-monthly. Disks are ready nine business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

The County can access images stored on a disk, or view them from your archive.

### 3.14 Security safekeeping

**Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided.**

**Indicate costs associated with a security purchase settlement.**

Wells Fargo Securities, LLC (WFS) is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC, and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

The WFS investment representative who will work with the County is Kenneth Guillory in our Houston, Texas office; telephone 713-319-1138, and email [kenneth.f.guillory@wellsfargo.com](mailto:kenneth.f.guillory@wellsfargo.com).

Wells Fargo has been helping institutional clients, including nonprofit organizations, manage their finances for more than 150 years. WFS builds on that tradition by offering investment products, services, and expertise to finance directors and business administrators for public institutions across America. We have a local, customer-focused approach to business. Therefore, our customers benefit from our in-depth knowledge of their region and unique investment needs.

WFS works with institutional clients who prefer to manage their own investments. We provide investment solutions through various products:

- U.S. Treasury Bills, Notes and Bonds
- Federal agency securities
- Corporate bonds
- Commercial paper
- Brokered certificates of deposit
- Taxable and tax-exempt money market mutual funds

- Other money market securities

WFS offers the following services to our customers:

- Wells Fargo *CEO* portal, providing online access to customers' brokerage account activity, statements, and positions 24 hours a day, 7 days a week, including online trading for money market mutual funds during normal trading hours as well as portfolio management tools. Money Market Mutual Fund transactions can also be originated through the *CEO* portal.
- Investment policy development, providing assistance in establishing guidelines for managing public funds.
- Portfolio analytics, assisting in investment strategy development, security comparison tools, portfolio performance measurement, and interest rate risk advisory services.
- Portfolio accounting through our low cost portfolio accounting system, which is an internet-based accounting and reporting package designed specifically for fixed-income portfolios.
- Safekeeping, assisting in managing cash flow and providing portfolio management information.
- Underwriting, with our Public Finance division providing capital project funding.

WFS provides its brokerage clients with self-clearing bank safekeeping services. Securities purchased by WFS customers are held in custody with Wells Fargo Bank, N.A., a FRB member. Safekeeping activity is subject to annual audits by our internal auditors, Wells Fargo Audit Services, Inc., and by our external auditors, KPMG.

Securities purchased by the County will be settled by delivery versus payment (DVP) either through the Depository Trust Company (DTC) or the Bank of New York (BONY). Securities belonging to customers who have safekeeping with Wells Fargo Bank, N.A. (Bank Safekeeping) are held in accounts titled "Wells Fargo Bank Safekeeping Services." The securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the depositories. Physical securities registered in the customer's name or in WFS' nominee name are held in the Bank of New York's (BONY's) securities vault. These securities are counted and reconciled at least quarterly.

Fees and charges are competitive within our industry. Please see the enclosed fee schedule included in Appendix (Tab E).

WFS provides a written confirmation of each trade. However, in conjunction with Rule 10b-10(b) from the Securities and Exchange Commission, which allows for alternative period reporting, WFS does not send written confirmations for money market mutual fund transactions, including purchases, redemptions, dividends, and dividend reinvestment. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call, or maturity advices. Customers may elect to receive their statements through the online *CEO* portal, or through U.S. mail. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call, or maturity advices.

The deadline for cash (same-day) settlements is 12:00 p.m. CT. There is no charge for late delivery instructions, but those will be done on a best-efforts basis.

By providing the resources of a respected, national financial services firm with our local expertise and commitment to customer service, WFS provides our customers with the best of both worlds. Each of our investment representatives are part of an experienced team of brokers, traders, and sales assistants, ensuring that someone is always available to assist customers.

### **3.15 Payment for services**

**The County may elect to pay for service either by direct fee payment or by compensating balance.**

Our standard billing period is the calendar month, with designated accounts direct debited on the 20th calendar day of the month. Alternatively, you may elect to receive invoices and make payments by check or ACH. Quarterly, semi-annual, and annual billing periods are also available.

### **3.16 Cash management**

**On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also, the County will want to be kept informed of recent developments in cash management products.**

**Bidders are invited to propose additional cash management services that are not specified herein.**

Wells Fargo welcomes the ongoing opportunity to consult with Jefferson County to maintain the highest level of functionality and efficient structuring of accounts and services.

Refer to Appendix (Tab A) additional products and solutions we recommend and may be beneficial to the County.

### **3.17 Expense allowance**

**State the dollar amount, if any, that the Bank will provide for expenses incurred due to changing depository banks.**

**(For example: checks, deposit slips, endorsement stamps, and etc.)**

The bank will provide for the County an initial supply of checks, deposit slips, endorsement stamps, sealable bags, coin wrappers, and currency straps at no cost.

### 3.18 Capital to assets ratio

**Depository Banks will have and maintain a minimum five percent primary capital to assets ratio as compiled by dividing line 28 (total equity capital) by line 42 (total assets) on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC form 32 statement will be included in the bid and shall be a continuing quarterly reporting requirement of the Depository Bank.**

**Should primary capital ratio fall below five percent, the Commissioners Court will review bank plans to future earnings and capital increases before determination is made to close out the depository.**

Wells Fargo Bank, N.A. capital to assets ratio is 10.13% as of the 12-31-14 Call Report.

### 3.19 Stop payments

**The Bank will be required to process stop payments on verbal, faxed or e-mailed instructions from the designated county employees with follow-up written confirmation.**

#### Stop methods

You have two options to submit stop payment orders: online through Stops-Images-Search or by electronic transmission (where you'll include information in your ARP issue file). With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we'll process them in real time. You can make a request as late as 8:00 p.m. CT and still receive same-day posting.

#### Online

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. You can place stop payments on a maximum of 20 checks at one time. To place a stop payment on more than 20 checks at one time, you will contact Treasury Management Client Services for assistance.

#### By transmission

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

#### Effective period

Stop payments remain in effect for six months. You can individually renew a stop payment on an as-needed basis through our online system or choose to use our renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewal
- Limit the number of times a stop payment is automatically renewed

We recommend placing a stop payment on checks that are no longer in your possession.

Placing a stop payment order does not delete the check from the issue file.

We offer a service called Stop Drop for ARP accounts that allows us to automatically cancel an issue once the stop payment has expired. In addition, with Stop Drop, all items with a stop payment are excluded from the outstanding checks balance.

If you choose not to implement Stop Drop, you will need to send a cancel record to delete the issue from your reconciliation once the stop has expired.

Stop Payments can be processed by verbal instructions with written confirmation by contacting our 24 hour customer service line 1-800-225-5935. Manual Stop Payments are effective for six months.

### 3.20 Credit cards

**Should Jefferson County choose to utilize Credit Cards, please include Bank information concerning the use of and policy regarding Credit Cards.**

#### One card and one workflow

You can leverage our commercial card program to streamline expense management and increase process efficiency. You can consolidate any combination of purchasing, travel and entertainment, fleet, and accounts payable spend under one program.

Because your expenses are consolidated, you have access to robust, comprehensive information for smart decision making. You gain significant savings in time, transaction processing costs, and internal resources required to support the program. A single card platform integrates disparate processes and creates a solid foundation for future growth.

You'll have peace of mind knowing you have a partner with the experience and knowledge to make your program successful. Wells Fargo was the first provider to introduce a card program that consolidates small dollar purchases. Today, we are the only leading issuer fully committed to a single-card approach.

#### Accepted almost everywhere

Wells Fargo is a dual issuer, with both Visa® and MasterCard® available for our commercial card program. With both platforms boasting the highest global acceptance rates – more than 36 million merchants worldwide – your employees can make purchases almost everywhere cards are accepted. We will help you determine which issuer best meets your needs.

#### Corporate liability: a best practice

In 2012, 71% of organizations used a corporate liability card program, compared to just 56% in 2004.<sup>1</sup> Why are more organizations choosing corporate liability? Simply put, it's because a corporate liability program offers many efficiencies, including:

- Avoiding increases in costs, losses, and risks
- Increasing visibility of spending across the entire organization
- Eliminating unnecessary burdens on employees

Corporate liability is considered a best practice in the card industry, and our program uses this approach.

### Multicurrency options

We offer commercial cards denominated in Canadian dollars on the same platform as your U.S. dollar cards. Transactions and settlements are made in Canadian currency, which helps reduce cross-border fees and mitigates foreign exchange exposure. With one issuer, one service center, and one reporting tool, your commercial card program remains consistent across borders.

We also offer cards denominated in the Eurodollar and British Pound Sterling, with reporting capabilities to your parent company in the United States.

### Online program management

For the lowest IT burden and the most flexibility, manage your program through our online expense reporting system, which offers self-administration functionality and modular components. You will not need to install additional hardware or software on your system.

You'll be able to manage cards in real time, obtain comprehensive standard and custom reports, customize transaction fields, and establish automatic, precise cost allocations. Our system interfaces with many forms of technology for expense reporting. You can upload expense data from the application to most enterprise resource planning (ERP) or treasury workstation platforms, which eliminates any manual data entry to your general ledger.

Your employees can review and approve transactions, view receipts, input out-of-pocket expenses, and reclassify line items to multiple cost centers. Because the reporting system is entirely online, cardholders can begin reconciliation well before the end of the statement cycle.

The online system is proprietary, developed and maintained by Wells Fargo. Your feedback will be gathered and used to make regular enhancements.

### Mobile capabilities

Even if you're away from your desk, you can quickly, easily, and securely handle critical tasks that can't wait until you return. Your program administrators can change credit limits and view declined transactions in real time, saving time and providing greater convenience to cardholders. Your cardholders can use smart phones to view balances and available credit and enter out-of-pocket expenses as transactions occur, improving the accuracy of your expense reports.

We recently rolled out our mobile receipt imaging feature. Cardholders can use their smart phones to capture receipt images and upload them to our image archive. We will also introduce SMS text messages later this year. Cardholders will be able to receive text alerts when a transaction is completed or when they are nearing their card limit.

### Manage out-of-pocket expenses

You can track out-of-pocket expenses for your entire organization through our online system. Cardholders and non-cardholders alike can input their out-of-pocket expenses and request reimbursement, creating a one-stop expense reporting experience. Once out-of-pocket expenses are approved, we can process ACH credits directly to employees' bank accounts or create files for you to send to your ACH processor to issue the credits.

### Manage receipts online

Cardholders can capture receipt images electronically and submit them to our archive by email, fax, or mobile upload. You can view images of the receipts online along with the cardholder's expense report. This eliminates the need to send and track physical receipts.

### Automate the payment of invoices

Like other entities, you may be dealing with budget cuts and the pressure to do more with fewer resources. You can achieve significant time and cost savings by moving more of your expenditures from paper-based processes to our commercial card. Moving a single transaction to your commercial card saves an average of \$74 in processing costs and eliminates nine days cycle time.<sup>2</sup>

When you authorize a payment, our accounts payable tool assigns a single-use account number, and then sends that number and the transaction details to the appropriate merchant by secure email. An electronic transaction detail file is available so you can close transactions within your back-end applications. Payments can be limited to an exact dollar amount for added control and ease of reconciliation.

To maximize participation from your suppliers, our Supplier Analysis and Onboarding team provides a complete enrollment strategy and performs outreach for you.

### Integration with other electronic payment initiatives

Our accounts payable tool for commercial card is also fully integrated into our Payment Manager<sup>®</sup> service. You can use this service to send us electronic payment files directly from your treasury workstation, ERP, or accounts payable system. You can consolidate multiple different payment types — check, ACH, wire transfer, and commercial card transactions — in a single file. Upon receipt of the file, we separate payments by type and process them accordingly, sending traditional or human-readable remittance information to the payee.

### Protect yourself from fraud

In 2013, 82% of attempted or actual payment fraud was check fraud.<sup>3</sup> You can reduce your fraud risk and lower your payment costs by making more of your payments with commercial cards.

Additionally, each card is supported by our sophisticated fraud detection program and \$100,000 in protection against employee misuse of the card. Fraud detection and prevention is one of our top priorities, and we are proud to have attained a commercial card fraud rate that is nearly half the industry average.

### Full implementation support

We approach implementation as a partnership. Because we recognize that any process improvement using electronic payments and web-based technology requires a knowledgeable partner, we don't outsource any part of the implementation process. We commit our own full-time resources to lead you through it. Experienced members of our commercial card team guide the design, installation, and rollout of your program.

### Dedicated account manager

You have a dedicated account manager who is your primary point of contact for your program and provides you with guidance and support on an ongoing basis. Your account manager meets with you regularly to track program statistics and measure them against key goals.

### Support available around the clock

Our Business Purchasing Service Center has locations in San Francisco and Salt Lake City and is available 24 hours a day, 7 days a week to provide day-to-day support to your program administrators and cardholders. The service center is dedicated solely to servicing our commercial card customers.

### Notes

<sup>1</sup> RPMG Research Corporation, 2012 Purchasing Card Benchmark Survey Results.

<sup>2</sup> RPMG Research Corporation, 2012 Purchasing Card Benchmark Survey Results.

<sup>3</sup> 2013 AFP Payments Fraud and Control Survey.

## 3.21 Disbursement services

**Disbursing services for all accounts are required to include the payment of all County checks upon presentation. The County currently utilizes two Controlled Disbursement Accounts. Please list clearing bank information.**

Wells Fargo will honor all checks presented for payment provided they include an authorized signature and proper endorsement. All checks presented for payment will be verified against your outstanding stop payment register. Checks presented over-the-counter will require two forms of identification in addition to proper endorsement.

### Controlled disbursement accounts

Based on our understanding of your needs, we recommend that you use our controlled disbursement endpoint located in Van Wert, Ohio.

We operate this endpoint through Wells Fargo Bank, N.A. Because it is a wholly owned Wells Fargo facility, we control the endpoint's processing standards and related services, including account reconciliation, information reporting, funding, and customer service. Through this endpoint, we offer our *Perfect Presentment* Image Positive Pay service.

The Van Wert endpoint is located in the Cleveland Federal Reserve's 4th District and is classified as a Cleveland RCPC point. Its transit routing number is 041203824.

By the end of the business day, you must ensure that sufficient collected funds are available in the master funding account to cover the controlled disbursement account's reported presentment totals\* and any other activity in your funding and disbursement accounts†. The only exception is when you use wire transfers to fund your account. In this case, we must receive all wire transfers by our wire deadline of 4:30 p.m. CT.

If you fail to deposit the total presentment amount, your master funding account will be overdrawn, and you will be subject to funds advanced fees, overdraft fees, or both.

\*Shown in the Controlled Disbursement Summary report.

†For example, ACH debits that were processed after the second presentment.

#### Reporting

We can provide you with a same-day Controlled Disbursement Detail report, which includes check numbers, dollar amounts, value dates, transaction codes, and item descriptions. You can also choose the data fields you want and the order you want them to appear when you view or download the report in CSV or Excel formats.

#### Report availability

The Controlled Disbursement Detail (intraday) report is available by 8:30 a.m. and 9:30 a.m. CT, Monday to Friday on each business day; Controlled Disbursement Summary (also intraday) is available by 9:00 a.m. CT, Monday to Friday.

### 3.22 Bank reconciliation services

**The Bank will provide partial or full reconciliation services, on specific accounts determined by the County. List what is included in both reconciliation services.**

Wells Fargo offers our disbursement customers both full and partial ARP services.

#### Full ARP

The County provides Wells Fargo with issued check information, and we reconcile your paid checks to your issued checks and send a detailed statement.

We can update your check register information more than 50 times each day, seven days a week. Within 90 minutes of electronic transmission, you can receive an optional file confirmation or stop confirmation report.

On a weekly or monthly basis, comprehensive statements are available for your account. Reports can include deposit location reporting, sorting, subtotaling, and other reporting customizations to match your accounting system or information requirements. You can request a variety of optional reports, including paid checks, outstanding checks, stop payments, and several others, in various output formats.

#### Partial ARP

With this service, Wells Fargo provides the County with an ARP statement. You can also request a variety of optional reports, including paid checks, stop payments, and several others in various output formats. You can then use the statement or optional reports to reconcile your statement and identify any exceptions.

You'll receive an electronic file of paid checks daily, weekly, or monthly to upload into your reconciliation software.

#### Optional reporting

Our ARP services provide flexible reporting options. You can customize your account reconciliation to match your accounting needs by choosing which optional reports you need from the 14 we list in the following table.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks <sup>1</sup>	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks <sup>2</sup>
Issue Notices Not Received <sup>2</sup>	Matched Paid Items <sup>2</sup>
Voids and Cancels <sup>1</sup>	Prior Payments <sup>1</sup>
Issues This Cycle <sup>1</sup>	Unpaid Checks <sup>1</sup>

<sup>1</sup>Only available with Full ARP.

<sup>2</sup>Only available with Full ARP or Partial ARP with Positive Pay.

ARP optional reports are available by transmission or through our secure internet portal. Through our online reporting service, you can:

- Access your ARP statements and 14 off-cycle optional reports in PDF format
- Choose the data you want to see before you download your ARP statements and reports in CSV or Excel format
- Perform a query of your ARP data and download the results in CSV or Excel format
- View a summary and details of your account reconciliation activity by date (including check issues, cancels, and voids) as well as stop payment requests, releases, and renewals in PDF format through our ARP File Posting Confirmation report

Sample reports

The following are samples of our most commonly requested optional reports, shown in PDF format.

Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT			PRINTED: 05-31-08	PAGE 1
P.O. BOX 62020 SAN FRANCISCO, CA 94163		ABC CORPORATION			TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		PAID CHECKS REPORT			PERIOD: 05-31-08 TO 05-31-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION		
450201004		5-31-08	20.00	INNR		
450201005		5-31-08	200.00	INNR		
4050101002	5-30-08	5-30-08	100.00			
4050101004	5-30-08	5-30-08	20.00			
4050101005	5-30-08	5-31-08	200.00			
4050201001		5-31-08	10.00			
4050201002		5-31-08	100.00	INNR		
4050201003		5-31-08	1,000.00			
8			1,659.00	TOTAL		

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT			PRINTED: 05-06-08	PAGE 1			
P.O. BOX 62020 SAN FRANCISCO, CA 94163		ABC CORPORATION			TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222		OUTSTANDING CHECKS REPORT			PERIOD: 0-00-00 TO 05-06-08				
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101002	5-3-08	1,000.00	0		2051101002	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201002	5-2-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 3
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051201001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18			5,210.00	TOTAL	5,210.00			TOTAL	

Stop Payments

WELLS FARGO				ACCOUNT RECONCILEMENT				PRINTED: 05-30-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163				ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222				STOP PAYMENTS REPORT				PERIOD: 04-28-08 TO 05-28-08			
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	273.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-12-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Voids and Cancels

WELLS FARGO				ACCOUNT RECONCILEMENT				PRINTED: 05-06-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163				ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222				VOIDS AND CANCELS REPORT				PERIOD: 05-06-08 TO 05-06-08			
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION							
3051101001	5-03-08	5-06-08	10.00	CANCL/I							
3051101002	5-03-08	5-06-08	100.00	CANCL/I							
3051101003		5-06-08	0.00	VOID							
1			0.00	TOTAL VOIDS							
2			110.00	TOTAL CANCELS/I							
0			0.00	TOTAL CANCELS/NI							

**3.23 Armored car services**

The County utilizes armored car service for the transport of daily deposit from several county locations. List any accommodation the bank is willing to provide to help offset these charges.

Wells Fargo agrees to pay the armored car services invoice in full each month up to \$ 5,000

**3.24 Other specific services**

As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

Acknowledged. We have included the completed Bid Worksheet with this response and additional Print Services have been added.

**3.25 Check 21**

The Bank will provide Electronic Deposit Service (Check 21) to transmit files.

We acknowledge and agree to this requirement.

Since the inception of Check 21, Wells Fargo has adopted a long-term strategy focusing on the movement of check processing to an image exchange or check conversion process. We have assigned senior level executives to develop our strategy and to participate in the leading industry groups that are setting the direction for clearing checks electronically.

We see check processing evolving in several ways in the future:

- Banks that receive paper checks are clearing more of them electronically through the Fed, third party organizations, or direct exchange.
- Commercial customers are rapidly adopting remote capture deposit and submitting their deposits electronically.

- Large corporations, receiving high volumes of consumer checks in centralized locations, are adopting ACH check conversion.
- Other large corporations that maintain an image archive are using image cash letters.

For the near future, banks will continue to receive deposits of paper checks, electronic checks, and converted checks.

## Structure of accounts

**The County's bank accounts will be structured as follows (numbers and dollar amounts are subject to change):**

- Non-Interest Bearing Checking Accounts -- 23**
- Estimated balances equal -- \$ 3,500,000.00**
- Interest Bearing Checking and/or Money Market Savings Accounts -- 40**
- Estimated balance equal -- \$ 89,000,000.00**
- Controlled Disbursement Accounts -- 2**
- Certificates of Deposit -- 0**
- Estimated balances equal -- \$89,000,000.00**

**The County requests a bid for the interest rate on these accounts as a Whole.**

For historical interest rates available for interest bearing accounts please refer to section 3.8- Interest rates.

EXHIBIT B

**Bid Proposal Worksheet for  
RFP 15-006/DC, Depository Banks for Jefferson County**

<u>Variable and Fixed Rate Bids –</u>	<u>Variable Interest Rate*</u>	<u>Fixed Interest Rate</u>
Interest Bearing Checking Accounts:	____.10____	_____
Money Market Accounts:	____.10____	_____
Sweep Accounts over \$1,000,000.00	Not recommended	_____
Sweep Accounts under \$1,000,000.00	Not recommended	_____

Wells Fargo is offering our Texas Managed Rate across all accounts, the current interest rate for the Texas Managed Rate is 0.10%. The Texas Managed Rate is based on the T-Bill along with other market factors that our Texas Regional Finance Management team analyzes to set the rate on a weekly basis. The TMR account is fully collateralized, totally liquid, and will allow customers to continue to earn an Earnings Credit Rate to help offset any analysis fees.

\* Variable Rate = 91 Day US T-Bill Effective Rate (as determined by the latest T-Bill Auction) + Margin (Based on basis points). The source of the rate under this proposal for a given month should be the Effective Rate as quoted in the Wall Street Journal for the last business day of the previous month.

Example: If 91 Day US T-Bill effective rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%.

Minimum balance requirement or other considerations per account will be listed below:

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**Certificates of Deposit - Variable Interest Rate -**

91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

Note: Due to the current low interest rate environment, Wells Fargo does not currently recommend CDs as a method of investment. The standard checking accounts earning the Texas Managed Rate earn a higher rate while being fully collateralized and liquid.

<u>Less than</u>	<u>More than</u>
<u>\$100,000.00</u>	<u>\$100,000.00</u>

1. Maturity 7-29 days	+ ___ basis pts.	+ ___ basis pts.
2. Maturity 30-59 days	+ ___ basis pts.	+ ___ basis pts.
3. Maturity 60-89 days	+ ___ basis pts.	+ ___ basis pts.
4. Maturity 90-179 days	+ ___ basis pts.	+ ___ basis pts.
5. Maturity 180 days-less than one year	+ ___ basis pts.	+ ___ basis pts.
6. Maturity 1 year or more	+ ___ basis pts.	+ ___ basis pts.

**Certificated of Deposits - Fixed Interest Rate -**

	<u>Less than</u> <u>\$100,000.00</u>	<u>More than</u> <u>\$100,000.00</u>
1. Maturity 7-20 days	_____ %	_____ %
2. Maturity 30-59 days	_____ %	_____ %
3. Maturity 60-89 days	_____ %	_____ %
4. Maturity 90-179 days	_____ %	_____ %
5. Maturity 180 days-less than one year	_____ %	_____ %
6. Maturity 1 year or more	_____ %	_____ %

**Cost Analysis Worksheet -**

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your bid figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for December 31, 2014.

**Balance Summary -**

Average Book Balance	\$ 70,892,403.88
Less Average Float	<u>3,307,703.31</u>
Average Collected Balance	\$ 67,584,700.57
Average Negative Collected Balance	<u>0</u>

**Balance Reconciliation -**

Average Positive Collected Balance	\$ 67,584,700.57
Less Cost of Analyzed Services (Balance Required)	\$ 45,567,472.70 _____
Additional Balance Required to Support Services*	\$ _ 6,207,482.99 _____

\*To offset the printing of Juror Summons.

**Fee Reconciliation -**

Earnings Allowance Credit	Rate: <u>_.49</u>	\$ <u>27,219.04</u>
Less Analyzed Services Provided		\$ <u>18,351.83</u>
Services Charged to Account (Excess or Deficit)		\$ <u>8,867.21</u>

**Cost Analysis Worksheet Continues -****Earnings credit calculated on the following balances:****Total** **\$67,584,700.57**

PLEASE PROVIDE AN EXPLANATION OF HOW THE EARNING CREDIT RATE IS CALCULATED: Earnings Credit Allowance is calculated as follows: Average Monthly Collected Balance Xs Current Earnings Credit Rate Xs Number of Days in Month / 365 Days in Year.

Interest will be paid at a current rate of 0.10% on the ledger balances of \$70,892,403.88 totaling \$5826.77. The interest earned will be deducted from the Earning Credit Allowance of \$18,351.83 leaving excess earnings allowance of \$3,040.44.

---

**Depository Services -**

DESCRIPTION	AVERAGE MONTHLY VOLUME	PRICE	CHARGE	BALANCE REQUIRED
<b>BALANCE &amp; COMPENSATION INFORMATION</b>				
DAILY USE OF UNCOLL FUNDS-ACCT LVL	0.74	0.00	0.00	-
RECOUPMENT MONTHLY	3,093.57	0.06375	197.22	489,683.72
RECOUPMENT MONTHLY IB	94,113.45	0.06375	5999.73	14,897,294.83
<b>GENERAL ACCOUNT SERVICES</b>			0.00	-
ACCOUNT MAINTENANCE-CHEXSTOR	5.92	6.00	35.52	88,195.92
ACCT MAINTENANCE CHEXSTOR-PLUS	44.25	6.00	265.50	659,234.69
BANK CONFIRMATION AUDIT REQUEST	0.17	0.00	0.00	-
CONT DISB CREDIT POSTED-OH	41.83	0.05	2.09	5,193.18
CREDITS POSTED	963.08	0.40	385.23	956,528.44
CYCLED STMT SUBSRIPT RPT-MOBASE	1	5.00	5.00	12,414.97
DEBITS POSTED	386	0.02	7.72	19,168.71
E-STMT SUBSCRIPTION - ACCOUNT	1	5.00	5.00	12,414.97
NON ACCT HOLDER CHK CASHING-EXEMPT	0	0.00	0.00	-
SUBACCOUNT MAINTENANCE	16	6.00	96.00	238,367.35
ZERO BALANCE MASTER ACCOUNT MAINT	1	5.00	5.00	12,414.97
<b>PURCHASING CARD SERVICES</b>			0.00	-
COMMERCIAL CARD CCER MONTHLY BASE	1	100.00	100.00	248,299.32
COMMERCIAL CARD PROGRAM MAINT FEE A	1	0.00	0.00	-
COMMERCIAL CARD TRANSACTION	15.5	1.00	15.50	38,486.39
<b>DEPOSITORY SERVICES</b>			0.00	-
ADMIN RETURN ITEM - CHARGEBACK	0.25	3.00	0.75	1,862.24
ADMIN RETURN ITEM-REPAIRED ACH ITEM	2.92	2.25	6.57	16,313.27
ADMIN RETURN ITEM-REPAIRED AS CHECK	3.75	1.00	3.75	9,311.22
CASH DEP/\$1 VER AT TELLER WINDOW	2,051.83	0.00	1.03	2,547.34

CASH VAULT ADJ ADVICE - US MAIL	2.25	5.00	11.25	27,933.67
CASH VAULT DEPOSIT CASH AND CHECK	301.17	0.40	120.47	299,121.22
CASH VAULT MONTHLY BASE	48.42	5.00	242.10	601,132.65
CHANGE ORDER CHARGE- BRANCH/STORE	0.08	5.25	0.42	1,042.86
CURRENCY ORDERED/\$1 - BRANCH/STORE	666.67	0.00120	0.80	1,986.40
CV CASH ONLY OR CHECK ONLY DEPOSIT	625	0.40	250.00	620,748.30
DEPOSIT LOCATION REPORTING - ITEM	334	0.10	33.40	82,931.97
DEPOSITED CHECKS	10.5	0.05	0.53	1,303.57
DEPOSITED CHECKS - ON US	116.75	0.05	5.84	14,494.47
ELECTRONIC DEPOSIT - CHECK NON WFB	5,504.08	0.06	302.72	751,662.63
ELECTRONIC DEPOSIT - CHECK WFB	1,110.00	0.06	61.05	151,586.73
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	7.33	5.00	36.65	91,001.70
EXPANDED NETWORK CASH ORDER-STD	39.17	5.25	205.64	510,608.93
EXPANDED NETWORK COIN FURN - ROLLS	99.25	0.10	9.93	24,643.71
EXPANDED NETWORK COIN FURN-STD BOX	0.33	10.00	3.30	8,193.88
EXPANDED NETWORK CURR FURN-NONSTD	15,805.00	0.00150	23.71	58,865.56
EXPANDED NETWORK CURRENCY DEPOSITED	1,983,465.42	0.00120	2380.16	5,909,917.37
EXPANDED NETWORK CURRENCY FURNISHED	11,566.67	0.00120	13.88	34,463.96
EXPANDED NETWORK DEPOSIT ADJUSTMENT	2	5.00	10.00	24,829.93
REMOTE CASH VAULT-NON WF DEP CHECKS	3,862.17	0.10	366.91	911,025.47
REMOTE CASH VAULT- WFARGO DEP CHECKS	1,224.83	0.10	116.36	288,918.23
RETN ITEM SUBSCRIPTION PER ACCT	9.92	10.00	99.20	246,312.93
RETN ITEM SUBSCRIPTION PER ACCT	9.92	0.00	0.00	-
RETN ITEM SUBSCRIPTION PER ITEM	92.5	0.10	9.25	22,967.69
RETURN ITEM - CHARGEBACK	7.75	3.00	23.25	57,729.59
RETURN ITEM CONVERTED CHK CHGBK IRD	21.75	3.00	65.25	162,015.31

RETURN ITEM CONVERTED CHK REDEPOSIT	38.17	2.50	95.43	236,939.63
RETURN ITEM REDEPOSITED	9.25	2.50	23.13	57,419.22
RETURN ITEM RETRIEVAL- IMAGE	26	0.10	2.60	6,455.78
RETURN ITEM SERVICE MTHLY BASE	9	0.00	0.00	-
RETURN ITEM SPECIAL INST MTHLY BASE	6	5.00	30.00	74,489.80
RETURN ITEM SPECIAL INSTRUCTIONS	26.83	0.25	6.71	16,654.68
ROLLED COIN ORDERED - BRANCH/STORE	8.33	0.10	0.83	2,068.33
SMART DECISION ELEC CHECK ACH ONUS	965.5	0.07	67.59	167,813.10
SMART DECISION ELEC CHK ACH TRANSIT	8,446.58	0.07	591.26	1,468,096.05
STORE/NIGHT DROP DEPOSIT	14.75	0.40	5.90	14,649.66
<b>PAPER DISBURSEMENT SERVICES</b>			0.00	-
ARP CHECKS PAID - FULL RECON	2,286.00	0.0500	114.30	283,806.12
CONT DISB ACCT MAINT W/CHEXSTOR-OH	2	30.0000	60.00	148,979.59
CONT DISB CASHED CHECK-FLOAT FEE	14.67	0.0000	0.00	-
CONT DISB IMAGE CHECKS PAID - OH	2,298.92	0.0600	137.94	342,492.16
CONT DISB PERFECT PRESENT BASE-OH	2	0.0000	0.00	-
CONT DISB PERFECT PRESNT CHK RTN-OH	14.58	0.0000	0.00	-
CONT DISB PERFECT PRESNT EXCEP-OH	7.33	1.0000	7.33	18,200.34
CONT DISB SUBSCRIPTION BASE	2	20.0000	40.00	99,319.73
CONT DISB SUBSCRIPTION BASE	2	0.0000	0.00	-
DDA CHECKS PAID	326.75	0.0500	16.34	40,565.90
IFI MAINTENANCE PER PRODUCT	1	100.0000	100.00	248,299.32
IFI PAID CHECKS - IMAGE	4,462.42	0.0600	267.75	664,809.51
IMAGE PAID CHECK MONTHLY BASE	2	0.0000	0.00	-
IMAGE PAID CHECK PER CD	2	20.0000	40.00	99,319.73
IMAGE PAID CHECK PER ITEM	1,170.25	0.0100	11.70	29,057.23
MICR REJECTS OVER 2%	25.25	1.2500	31.56	78,369.47

MICR REJECTS>1% THRU 2%	6.5	1.0000	6.50	16,139.46
OFFICIAL BANK CHECK	1.5	10.0000	15.00	37,244.90
ONLINE IMAGE VIEW < 90 DAYS - ITEM	39.75	1.0000	39.75	98,698.98
ONLINE IMAGE VIEW > 90 DAYS - ITEM	6.58	1.0000	6.58	16,338.10
POS PAY CHECK VERIFICATION CALL	1.92	10.0000	19.20	47,673.47
POSITIVE PAY EXCEPTION - IMAGE	17.83	1.5000	26.75	66,407.65
POSITIVE PAY EXCEPTION CHECKS RETND	0.75	0.0000	0.00	-
POSITIVE PAY MONTHLY BASE	15	0.0000	0.00	-
SEARCH	109.17	0.3500	38.21	94,873.93
STOP PAYMENT - AUTO RENEWAL	0.08	3.0000	0.24	595.92
STOP PAYMENT - ONLINE	0.25	6.0000	1.50	3,724.49
<b>PAPER DISBURSEMENT RECON SERVICES</b>			0.00	-
ARP AGED ISSUE RECORDS ON FILE-ITEM	9,056.92	0.0060	54.34	134,929.62
ARP FULL RECON - NDM ITEM	1,441.67	0.0300	43.25	107,389.70
ARP FULL RECON-ITEM	3,579.67	0.0300	107.39	266,648.89
ARP MONTHLY BASE - FULL	17	20.0000	340.00	844,217.69
ARP OPTIONAL REPORTS	60	0.0000	0.00	-
ARP OUTPUT - TRANSMISSION	2	3.0000	6.00	14,897.96
ARP PAPER STATEMENT DELIVERY	9	5.0000	45.00	111,734.69
ARP PAPER STMT/REPORT MONTHLY BASE	10	0.0000	0.00	-
ARP STMT & RPTS MONTHLY BASE	17	0.0000	0.00	-
OUTGOING TRANSMISSION - PER ITEM	13,684.75	0.0100	136.85	339,791.41
POSITIVE PAY EXCEPTIONS - ITEM	13.83	1.0000	13.83	34,339.80
REGISTER INPUT - ITEM	794	0.0500	39.70	98,574.83
<b>GENERAL ACH SERVICES</b>			0.00	-
ACH EXCEPTION PROCESS-DUPLICAT FILE	0.08	5.0000	0.40	993.20
ACH FAX SERVICE	0.83	0.0000	0.00	-
ACH FRAUD FILTER REVIEW - ITEM	1.25	5.0000	6.25	15,518.71
ACH FRAUD FILTER REVIEW MO BASE	51.83	5.0000	259.15	643,467.69

ACH FRAUD FILTER REVIEW MO BASE	51.83	0.0000	0.00	-
ACH FRAUD FILTER STOP - ITEM	0	5.0000	0.00	-
ACH MONTHLY BASE	1	15.0000	15.00	37,244.90
ACH NOC - INFO REPORTING ADVICE	0.33	5.5000	1.82	4,506.63
ACH RECEIVED ITEM	723.33	0.1000	72.33	179,602.35
ACH RET ITEM-INFO REPORTING ADVICE	0.08	5.5000	0.44	1,092.52
ACH RETURN SUBSCRIPTION-ACCOUNT	1	15.0000	15.00	37,244.90
ACH RETURN SUBSCRIPTION-ACCOUNT	1	0.0000	0.00	-
ACH SPECIAL INVESTIGATION	0.5	35.0000	17.50	43,452.38
ACH SUBSCRIPTION - ACCOUNT	44.25	15.0000	663.75	1,648,086.73
ACH SUBSCRIPTION - ACCOUNT	44.25	0.0000	0.00	-
ACH SUBSCRIPTION - ITEM	382	0.2500	95.50	237,125.85
ACH TRANSMISSION CHARGE	2.25	0.0000	0.00	-
ACH TWO DAY ITEM	2,451.92	0.0500	122.60	304,405.03
ELECTRONIC CREDITS POSTED	982.25	0.0500	49.11	121,946.00
SMART DECISION VAULT ACH TRANSIT	1.33	0.0700	0.09	231.17
SMART DECISN EXP NTWK VLT ACH TRANS	253.33	0.0700	17.73	44,031.17
<b>EDI PAYMENT SERVICES</b>			0.00	-
EDI PMT DETAIL - ADDENDA ITEM	137	0.1000	13.70	34,017.01
EDI PMT DETAIL - ITEM	33.75	0.1000	3.38	8,380.10
EDI PMT DETAIL SUBSC MO BASE	2.92	10.0000	29.20	72,503.40
TREAS INFO RPT EDI SUBSC MOBASE	2.92	0.0000	0.00	-
<b>WIRE &amp; OTHER FUND TRANSFER SERVICES</b>			0.00	-
OUTGOING WIRE RETURNED	0.08	10.0000	0.80	1,986.39
WIRE - OUTGOING INT'L USD -	0.17	20.0000	3.40	8,442.18
WIRE DETAIL RPT SUBSCRIPTION-ACCT	3	10.0000	30.00	74,489.80
WIRE DETAIL RPT SUBSCRIPTION-ACCT	3	0.0000	0.00	-
WIRE IN DOMESTIC	54.5	2.5000	136.25	338,307.82

WIRE IN DRAWDOWN- DOMESTIC	20	15.0000	300.00	744,897.96
WIRE OUT DOMESTIC- BRANCH	0.08	30.0000	2.40	5,959.18
WIRE-OUTGOING DOMESTIC-	137.83	5.0000	689.15	1,711,154.76
<b>INFORMATION SERVICES</b>			0.00	-
CONT DISB SUBSCRIPTION - ITEM	2,360.00	0.0500	118.00	292,993.20
DEPOSIT DETAIL SUBSCRIPT ITEM	1.58	0.0500	0.08	196.16
DEPOSIT DETAIL SUBSCRIPT MOBASE	10.92	20.0000	218.40	542,285.71
ELECTRONIC WINDOW EXTENDED STOR 90	17,675.58	0.0100	176.76	438,883.45
EVENT MESSAGING SERVICE - EMAIL	1,175.83	0.2500	293.96	729,894.47
PREV DAY SUBSCRIPTION MTHLYBASE	51.17	15.0000	767.55	1,905,821.43
PREVIOUS DAY ITEM LOADED	5,839.92	0.0200	116.80	290,009.63
<b>INTERNATIONAL COLLECTION CHARGE</b>			0.00	-
DEPOSITED CHECK CANADIAN	0.17	5.0000	0.85	2,110.54
INTERNATIONAL COLLECTION CHARGE	0.08	5.0000	0.40	993.20

Total Analyzed Services Performed

\$ \_18,351.83\_

**OTHER SPECIFIC SERVICES** - As described on the Cost Analysis Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also indicate charges for the following:

-- Locked or Sealable bags	<u>Allowance</u>
-- Laser Checks	<u>Allowance</u>
-- Checks (in individual books or binders)	<u>Allowance</u>
-- Deposit Slips	<u>No Charge</u>
-- Endorsement Stamps	<u>No charge</u>
-- Coin Wrappers	<u>No charge</u>
-- Currency Straps	<u>No charge</u>

**OTHER UNSPECIFIED SERVICES AND/OR COSTS** – Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

SERVICE	COST
Free Armored Car service to include up to 5,000 per month	
Free Desktop Deposit Scanners should the County decide to use the service.	
Print Service for Juror Summons \$2,500 (Based on 10,000 Summons printed per month)	

**References:**

List two (2) references for whom bidder has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred

Business	Contact Person	Phone Number
<u>City of Beaumont</u>	<u>Laura Clark</u>	<u>880-3115</u>
<u>City of Nederland</u>	<u>Cheryl Dowden</u>	<u>723-1509</u>

See complete list of references in “Public Fund References” section of the proposal response.

**DEPOSITORY BANK**

The Bank must complete the information below to validate the bid for a Jefferson County Depository Bank.

The undersigned affirms that they are fully authorized to execute this bid. The contents of this bid has not been discussed or communicated by the undersigned, nor by any employee or agent, with any other bidder, member of Commissioners' Court, or any other persons engaged in this type of business, prior to the official opening of this bid.

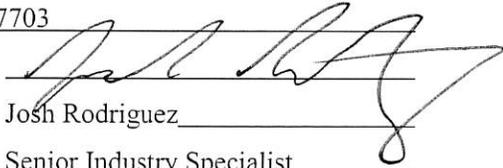
**All unsigned Bids will be disqualified.**

Name and address of Bank/Bidder:

Wells Fargo Bank, N.A. \_\_\_\_\_

6250 Delaware \_\_\_\_\_

Beaumont, Texas 77703 \_\_\_\_\_

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

Name: Josh Rodriguez \_\_\_\_\_

Title: Senior Industry Specialist \_\_\_\_\_

Telephone Number: 409-861-6370 \_\_\_\_\_

E-Mail: josh.rodriquez@wellsfargo.com\_ \_\_\_\_\_

Note: By my signature above, I hereby certify that the following are attached:

- A. A list of references of current Public Funds Users that utilize cash management products similar to those requested in bid.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past 2 years.
- E. A Certified Check or a Cashier's Check as a guarantee of good faith.
- F. A sample monthly Collateral Report.
- G. Product description pricing, and sample reports for the on-line PC link available.
- H. A sample Account Analysis Report.
- I. A sample Bank Statement.
- J. A Copy of Bank's Availability Schedule.
- K. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signee to execute this contract.
- L. A response to every section and subsection in the Invitation to Bid.
- M. Completed Cost Analysis Worksheets.
- N. Attachments indicating other services and charges not specified in the Invitation to Bid.

## EXHIBIT C

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WELLS FARGO BANK, NATIONAL ASSOCIATION  
WRITTEN CONSENT OF THE LOAN COMMITTEE  
OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole member of the Loan Committee (the "Committee") of the Board of Directors of Wells Fargo Bank, National Association, do hereby adopt the following resolution by signing my written consent hereto:

**Resolution Regarding Approval of Contracts  
Regarding Depository Services**

**WHEREAS**, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

**WHEREAS**, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

**WHEREAS**, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

**WHEREAS**, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

**WHEREAS**, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

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**NOW, THEREFORE, BE IT RESOLVED**, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of the 8<sup>th</sup> day of June, 2011.

  
\_\_\_\_\_  
David A. Hoyt

**SECRETARY'S CERTIFICATE  
WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Hope Armstrong Howe, Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that the following resolution was adopted by the Loan Committee of the Board of Directors of the Bank by action taken by written consent effective as of June 8, 2011 and that said resolution has not been rescinded or modified and is now in full force and effect:

**Resolution Regarding Approval of Contracts  
Regarding Depository Services**

**WHEREAS**, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

**WHEREAS**, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

**WHEREAS**, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

**WHEREAS**, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

**WHEREAS**, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

08

**NOW, THEREFORE, BE IT RESOLVED,** that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed the seal of the Bank on this 27<sup>th</sup> day of July, 2011.

(SEAL)



*Hope Armstrong Howe*

Hope Armstrong Howe  
Wells Fargo Bank, National Association  
Assistant Secretary

## DEPOSITORY PLEDGE AGREEMENT

**Jefferson County** ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of Texas law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

**1. Grant of Security Interest; Instructions Regarding Collateral.** (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

**2. Amount of Collateral.** The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred percent (100%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

**3. Substitutions and Withdrawals of Collateral.** If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of both Bank and Depositor, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. Depositor agrees to promptly sign and deliver to Custodian, upon Bank's

request, a withdrawal or substitution notice if the market value of the Collateral remaining after the proposed withdrawal or substitution, as applicable, would equal or exceed the Required Collateral Value. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3.

**4. Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

**5. Custodian's Obligations.** (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

**6. Custodian's Reliance on Pricing Services.** The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

**7. Default and Remedies.** If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor

**8. Termination of Agreement.** Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

**9. Applicable Law; Other Agreements.** This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

**10. Force Majeure.** Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action, provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. **Jury Trial Waiver.** EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. **Miscellaneous.** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agreement: 1/21, 2011

DEPOSITOR **JEFFERSON COUNTY**

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION**

Signature



Print Name:

Jeff R. BRANICK

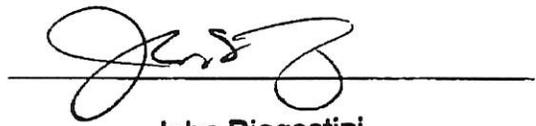
Title:

County Judge

Address:

1149 Pearl - Fourth Floor  
Beaumont TX 77701

Signature



Print Name:

John Diagostini  
Managing Director

Title:

Address:

1 Wall Street, Attn BDS - Coll Mgr SFL  
New York, NY 10286

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature



Print Name:

Sheila Lynch

Title

Vice President

Address:

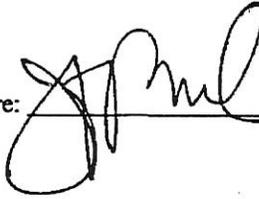
333 Market Street St. 17<sup>th</sup> Floor,  
MAC A0119-173  
San Francisco, CA 94105

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ADDENDUM "A"  
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Print  
Name: Jeff R. Branick  
Title: County Judge  
Phone/ 409-835-8466  
Fax: 409-839-2311

Signature:   
Email: [jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)

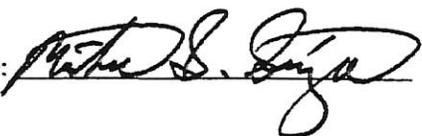
2. Print  
Name: Eddie Arnold  
Title: Commissioner Pct. 1  
Phone/ 409-835-8442  
Fax: 409-835-8628

Signature:   
Email: [eddiearnold@co.jefferson.tx.us](mailto:eddiearnold@co.jefferson.tx.us)

2. Print  
Name: Brent A. Weaver  
Title: Commissioner Pct. 2  
Phone/ 409-727-2173  
Fax: 409-722-1916

Signature:   
Email: [bweaver@co.jefferson.tx.us](mailto:bweaver@co.jefferson.tx.us)

3. Print  
Name: Michael Sinegal  
Title: Commissioner Pct. 3  
Phone/ 409-983-8300  
Fax: 409-983-8303

Signature:   
Email: [msinegal@co.jefferson.tx.us](mailto:msinegal@co.jefferson.tx.us)

4. Print  
Name: Everette "Bo" Alfred  
Title: Commissioner Pct. 4  
Phone/ 409-835-8443  
Fax: 409-784-5803

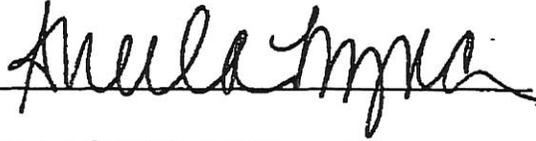
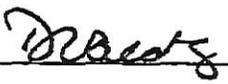
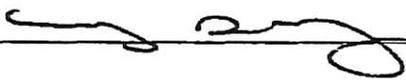
Signature:   
Email: [ealfred@co.jefferson.tx.us](mailto:ealfred@co.jefferson.tx.us)

5. Print  
Name: Tim Funchess  
Title: County Treasurer  
Phone/ 409-835-8509  
Fax: 409-839-2347

Signature:   
Email: [tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

**ADDENDUM "B"**  
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

- |    |  |  |
|----|--|--|
| 1. | Print<br>Name: <u>Sheila Lynch, Vice President</u>           | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3278 / (866) 686-5441</u>        | Email: <u>lynchsh@wellsfargo.com</u>   |
| 2. | Print<br>Name: <u>Dorry Valdez, Assistant Vice President</u> | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3275 / (866) 686-5441</u>        | Email: <u>valdezdo@wellsfargo.com</u>  |
| 3. | Print<br>Name: <u>Jeana No, Bank Officer</u>                 | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3277 / (866) 686-5441</u>        | Email: <u>Jeana.No@wellsfargo.com</u>  |
| 4. | Print<br>Name: <u>Mercy D. Lopez, Bank Officer</u>           | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3273 / (866) 686-5441</u>        | Email: <u>lopezmd@wellsfargo.com</u>   |

JEFFERSON COUNTY  
DISTRICT AND COUNTY CLERKS' TRUST FUNDS  
DEPOSITORY CONTRACT

2015

WHEREAS, the Commissioners' Court of Jefferson County, Texas has published notices asking that sealed bid proposals be submitted preparatory to the selection by the Commissioners' Court of a County Depository, as is required by law, Chapter 113, V.T.C.S. Local Government Code, said notice stating, among other things, that the depository thus to be selected by the Commissioners' Court should be the depository for the District and County Clerks' Trust Funds, and money collected and held by the District and County Clerks' as required under Chapters 117, V.T.C.S. Local Government Code.

WHEREAS, Wells Fargo Bank, N.A., with offices located in the City of Beaumont, Jefferson County, Texas, submitted its written bid proposals, attached hereto as Exhibit A in response to said notice, which was received by said Commissioners' Court and entered upon its Minutes; and said Commissioners' Court by its order accepted the bid proposal of Wells Fargo Bank, N.A., as the Depository for the funds herein above mentioned; and

WHEREAS, said Wells Fargo Bank, N.A., which for brevity is hereinafter sometimes referred to as Bank and sometimes as Depository, hereby accepts said designation as the Depository for the public funds herein above mentioned and agrees to serve as such until sixty (60) days after the time fixed by law for the next selection of a Depository, which statutory time is presently May, 2019, or until such time as a new bank has qualified as the District and County Clerks' Trust Funds Depository, on or after May, 2019, whichever should sooner occur.

WHEREAS, Wells Fargo Bank, N.A., desires to qualify as such Depository by pledging with the Commissioners' Court securities in the amount provided by law under Section 117.117, Local Government Code, but limited to Federal Home Loan Bank Letters of Credit and to Securities eligible under Texas Government Code, Title 10, Section 2256.009, (a) (1), excluding derivative securities, provided that the market value of securities which the bank is obligated to pledge is never below the total deposits. Such securities so pledged shall be deposited in Trust with the Federal Reserve Bank, or other party selected by the bank and approved by the Jefferson County Commissioners' Court without expense to the County under an appropriate contract to be drawn conformably to the requirements of the Depository Law, and in accordance with this contract. The amount of securities so pledged shall be determined by their market value, and reported daily to the County Treasurer. Market values shall be determined monthly by an independent third source.

NOW THEREFORE, in consideration of the premises, and for the purposes and upon the conditions herein stated, Wells Fargo Bank, N.A., does hereby assign to and pledge with Jefferson County and the Commissioners' Court thereof securities as set forth on attached Exhibit D, which securities shall be of the kind and character described under Texas Government Code, Title 10, Subsection 2256.009(a)(1).

Wells Fargo Bank, N.A., as such Depository hereby acknowledges itself duly and firmly bound for the faithful performance of all of the duties and obligations devolving by law upon it as such Depository; that all funds deposited with it as such Depository shall be faithfully kept by it as such Depository and accounted for according to law; that with respect to the funds belonging to the District and County Clerks, or under its jurisdiction and control, it will, in accordance with applicable law, pay on due and proper

presentation all checks and drafts drawn upon it as such Depository by the District or County Clerk of said County, when sufficient collected funds are on deposit therefore in accordance with applicable law.

Should Depository at any time fail to pay and satisfy, when due, any check, transfer, draft or voucher lawfully drawn against Depositor's deposits, or commit a material breach of its agreement with Depositor, Depositor shall give written notice of such failure or breach and Depository shall have three (3) business days to cure such failure or breach. In the event Depository shall fail to cure such failure or breach within the three (3) days or should the Depository be declared insolvent by a Federal bank regulatory agency, or if a receiver is appointed for the Depository (each an event of default), it shall be the duty of the Custodian, upon demand by the Depositor (supported by proper evidence of an event of default) to surrender the collateral to Depositor.

Depositor may sell all or any part of such collateral and out of the proceeds thereof, pay Depositor all damages and losses sustained together with any expenses incurred by it of any kind on account of such failure. Collateral may be sold by Depositor at public or private sale provided however that Depository shall have one business day notice of the time and place of the sale, and Depository and Custodian shall have the right to bid at such sale.

When securities pledged hereunder shall be in excess of the amount required under the provisions of Section 116.054, Local Government Code, and other pertinent statutes, the Commissioners' Court shall permit the release of such excess. When the funds on deposit with said Depository Bank shall for any reason increase beyond the amount of security provided, said Bank shall immediately pledge additional securities to the Commissioners' Court hereunder to the end that securities

pledged shall at no time be less than the total amount of funds on deposit in the Depository Bank and covered by this Depository Contract.

The Bank shall have the right of substituting other securities for those herewith pledged (Exhibit D), or any part thereof, provided the securities substituted meet the requirements of the law and this contract and are approved by the Commissioners' Court. The pledge of securities herein mentioned is for the purpose of securing the faithful performance by said Bank of its duties as Depository as herein set forth.

The Bank also agrees to pay interest on "Certificates of Deposits", to the extent permitted by applicable laws and regulations. Interest on each certificate of deposit will be paid as outlined in Exhibit B, page 1.

On non-interest bearing checking accounts, the earnings credit will be calculated as shown in Exhibit B, page 2.

Other services rendered by the Bank at the request of the County will be negotiated.

At the end of this four year contract, the contract may be renewed for two years under terms negotiated by the Commissioners Court, and as outlined in Section 116.021 of the Texas Local Government Code.

Monthly bank statements will provide:

- Checks serially sorted by number
- Listing of checks (with check numbers) and drafts
- Deposits and Deposit items
- Debit and credit memos
- Total number of checks, withdrawals, and other items
- Total number of deposit items
- Daily balances
- Average ledger and collected balances
- Any other activity in accounts

These statements shall be provided within twenty (20)

working days after the calendar month end. The County will pay the fee for such statement services as provided in Exhibit B.

If the statements are lost in transit, Wells Fargo Bank, N.A. agrees, at its cost, to reconstruct such statements.

The Bank will handle any and all non-sufficient funds (NSF) checks, as may be issued by Jefferson County when presented for payment. Accounts are not considered overdrawn unless the total aggregate relationship is overdrawn. If this is so and not covered timely, then a charge can be assessed. Charges will be calculated from the date the check is received by the bank until payment is made by the County in collected funds.

The District or County Clerk reserves the right to direct the County Treasurer to withdraw any amount of funds of the Trust Funds that are deposited in the County Depository, and that are not required immediately to pay obligations of the County, and invest those funds in direct debt securities of the United States (according to Texas Government Code, Title 10, Section 2256).

In the event of a Bank failure causing the Bank to fail to honor all of the funds deposited with it as County Depository, then, in such event, the County shall have all rights and duties available at law, including, without limitation, the rights and duties of a secured creditor under Chapter 9 of the Texas Business and Commerce Code.

Any suit arising out of or in any way connected with this contract shall be tried in the County of Jefferson and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

This Contract shall be executed in compliance with 12

U.S.C.A. 1823e regarding depository contracts and pledged collateral, and shall be for a term of four (4) years.

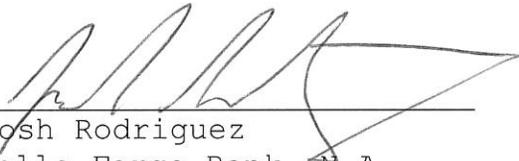
If ownership of Wells Fargo Bank, N.A. changes, the county at its option may within 90 days of notification or discovery of such change in ownership, cancel or continue the contract. Any such cancellation of this depository contract will become effective immediately upon county notice to the depository bank within 90 days from the date of notification or discovery of change in ownership at the option of the county.

All Exhibits attached hereto are incorporated into this contract by reference.

The accounts and all other banking services will be subject to the Bank's standard agreements governing accounts and services, but this Depository Contract will control in the case of any conflict.

IN TESTIMONY WHEREOF, witness the signatures of Wells Fargo Bank, N.A., on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, acting by and through its officers who are hereunto duly authorized by resolution of the Bank's Board of Directors, (Exhibit C) and of JEFFERSON COUNTY, acting by and through its Commissioners' Court, and pursuant to order of said Commissioners' Court dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Wells Fargo Bank, N.A.

  
\_\_\_\_\_  
Josh Rodriguez  
Wells Fargo Bank, N.A.  
Government Banking

ATTEST:

  
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Wells Fargo Bank, N.A.

JEFFERSON COUNTY

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

\_\_\_\_\_  
Commissioner Precinct 1  
Eddie Arnold

\_\_\_\_\_  
Commissioner Precinct 3  
Michael S. Sinegal

\_\_\_\_\_  
Commissioner Precinct 2  
Brent A. Weaver

\_\_\_\_\_  
Commissioner Precinct 4  
Everette "Bo" Alfred

ATTEST:

\_\_\_\_\_  
Carolyn Guidry  
Jefferson County Clerk

EXHIBIT A



## **Jefferson County District and County Clerks Trust Funds**

### **Response to Request for Proposals for Banking Services**

April 1, 2015

**Submitted by:**

Wells Fargo Bank, N.A.  
6250 Delaware Street  
Beaumont, TX 77706

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## Executive summary

The Wells Fargo Government Banking Division is pleased to have the opportunity to present this proposal for Jefferson County District and County Clerks Trust Fund. Wells Fargo prides itself on adding value by working closely with our customers to meet their funds management goals. By “working closely with our customers” we mean that we are available and on-site whenever needed, particularly during the transitional period of changing banks.

At Wells Fargo, we are committed to delivering the latest technology to our customers in the most cost efficient manner. We will commit that as product enhancements are developed, we will offer them to the District and County Clerks. We are very excited to provide creative solutions to enhance your current structure and improve overall efficiencies.

Within this proposal we are offering the following:

- Josh Rodriguez, a dedicated government banking representative with 10 years of experience with Wells Fargo, and seven years in government banking; based in Beaumont with local backup
- A dedicated service officer assigned specifically to Jefferson County, with a direct line, as a backup to your local government banking representative
- Treasury management and banking services **at no charge** to the District and County Clerks, based on average monthly balances given activity and current earnings credit rate (ECR) of 0.49% noted in the RFP
- Although not anticipated given historical balances and activity, should there be a service charge, we will waive the two highest activity months charges for traditional bank products – credited back at the end of the year – for the duration of the contract
- One daily armored car pickup from one location with the District and County Clerks’ regular pickup
- One-time \$500 allowance to help pay for check stock
- A Bonus interest rate of 0.15% fixed for the first year of the contract. The following years of the contract will be at the Texas Managed Rate, currently 0.10% \*The bid worksheet was figured on the standard Texas Managed Rate of 0.10%.
- **Free Desktop Deposit® scanner** if the District and County Clerks chooses to utilize the service, a \$1,200 value
- Superior service with our award winning Commercial Electronic Office® (CEO®) portal, where you can access all of your banking needs from one login screen
- Full brokerage services for self-managed investments
- A peace of mind with Wells Fargo, a highly rated and long standing financial institution

\*Please note that the above information is proprietary and confidential to the District and County Clerks.

### Local relationship management

Your dedicated government banker and his backup are in Beaumont, a ten minute drive from your office. This Wells Fargo team brings an exceptional combination of local relationship management and national product leadership to the District and County Clerks. Our goal is to be the number one provider of government banking needs in the Golden Triangle region, with an in depth knowledge of statutes, regulations, and industry trends which has been achieved

Our promise is to meet or exceed the District and County Clerks' expectations!

### Business continuity

We live in Jefferson County, and hurricanes are just a part of life here. In the event of a hurricane we are here to help with:

- 687 branches in Texas to take care of your employees' needs; cash their paychecks, and help the District and County Clerks conduct your business across the state
- Use online access to send payroll files or wire vendor payments while you are away from the office
- CEO Mobile® banking to approve wires or positive pay exceptions from smartphones and iPads

### Established local branch locations

Wells Fargo can support the District and County Clerks with eight branches in Jefferson County. We can also support your employees at work or at home with two Orange County branches, two Hardin County branches, one Liberty County branch, and one in Chambers County.

### Flexibility

During this temporary record low interest rate environment we may not offer the highest interest rate, but we do provide the highest quality customer service and services. We give our customers the flexibility to use balances to offset service fees or maximize their investments with investment agencies or other investment opportunities. We will meet periodically to review the best options for the District and County Clerks. Our main focus is giving you the best local service with national products, services, technology, and security.

### Local Team – National Product Leadership

“At Wells Fargo we know that we must offer better products and a broader product line than our local competitors. We also must out-perform our national competitors by staying close to our customers in each of our communities, understanding their needs and providing professional, personalized and timely service.” **Richard M. Kovacevich, former Chairman & CEO, Wells Fargo**

The team at Wells Fargo that works on behalf of the County is comprised of bankers that are talented, motivated, and energized. We are a group that considers ourselves partners in a team effort with the District and County Clerks, working to achieve common goals. The group is comprised of the following individuals:

Josh Rodriguez, Relationship Manager

Tim Kreitzer, Backup Relationship Manager

Lorie Reneau, Banker Associate

Kim Maxey, Treasury Sales Consultant

Gem Dang, Treasury Sales Associate

Ken Guillory, Institutional Brokerage

Sheila Lynch, Public Funds Administration

Quickly changing technology and needs require a bank and bankers who have the ability to keep pace and keep customers informed. We will provide ongoing consultative services to the District and County Clerks. As new technology and products are introduced, our relationship allows us to collaborate quickly and creatively. We believe that Wells Fargo is uniquely suited to provide the District and County Clerks superior financial service by combining local service and support with national resources, today and into the future.

### Community reinvestment

Community reinvestment is an integral part of our business culture at Wells Fargo. We have long understood that we can be no stronger, or more successful, than the neighborhoods and communities where we do business, and where our team members live and raise their families.

We are one of corporate America's top 10 largest givers; ranking ahead of peers that are two and three times our size. We have caring and energetic team member-volunteers and our team members can be found as leaders in community partnerships.

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low-to-moderate income communities and families, and Wells Fargo meets this requirement.

In its most recent (2009\*) CRA examination, the Office of the Comptroller of the Currency (OCC) gave Wells Fargo an "Outstanding" rating — the highest rating possible. We met and exceeded community needs in areas such as affordable housing, financial education, and small business lending.

\*The OCC conducts a CRA examination every four years.

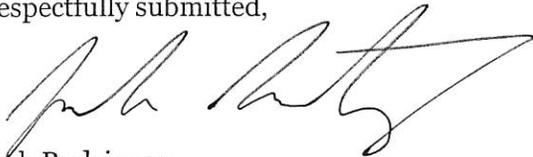
We've included the Wells Fargo Corporate Social Responsibility (CSR) report that we publish every two years, with an interim update in the year between in Appendix Tab F which provides more information on how we give back to our communities.

### The District and County Clerks and Wells Fargo – Creating a lasting partnership

Our goal is to create a solid, long-lasting relationship with Jefferson County Trust offering a value-add solution for banking services. Wells Fargo is uniquely suited to continue providing the District and County Clerks with first-class, local banking services, and partnership to develop and maintain technological solutions. You have access to products, solutions, and expertise of one of the country's top financial services providers along with local relationship management and local Texas bankers.

Wells Fargo agrees to provide the services, and to adhere to all requirements, specifications, and terms and contract provisions set forth in the Request for Proposal (RFP), issued by Jefferson County District and County Clerks Trust Fund.

Respectfully submitted,



Josh Rodriguez  
Government Banking  
6250 Delaware Street  
Beaumont, TX 77706  
409-861-6370  
409-861-636 fax  
josh.rodriquez@wellsfargo.com

## Wells Fargo Government Banking team bios

### **Josh Rodriguez - Government Banking**

*Senior Industry Specialist*

Josh is the primary contact for the District and County Clerks and has the distinction of being the first government banking industry specialist to be hired by Wells Fargo to serve the Golden Triangle area working in Beaumont. He has been with the bank for 10 years and in Government Banking group for seven of those years.

Josh now manages the banking relationships for Jefferson, Orange, and Hardin counties along with 27 other public entity customers.

### **Tim Kreitzer - Vice President**

*Back-up Relationship Manager*

Tim has been with Wells Fargo for more than 20 years. After nine successful years on the retail side of the bank, Tim made the transition to Business Banking in the fall of 2001. Tim manages the Government Banking team for the Houston and Golden Triangle market.

### **Lori Reneau**

*Administrative and Customer Assistant*

Lori provides Josh and Tim with administrative support, and is also available to assist the District and County Clerks with issues or questions when needed. Lori has extensive public funds experience with more than twenty years in banking.

### **Kim Maxey - Senior Vice President**

*Treasury Management Sales Consultant*

Kim has the primary responsibility for providing treasury management expertise and consults with you on issues pertaining to treasury management products and services. She brings more than 27 years of banking experience in the areas of treasury management, operations, and corporate banking.

Kim is an active member of Kiwanis Club of Kingwood, Lake Houston Family YMCA Board, and a member of the Association of Financial Professionals (AFP). She has relationships with several governmental entities in the Golden Triangle and greater Houston area.

### **Gem Dang**

*Treasury Management Sales Analyst*

Gem supports Kim Maxey with treasury management sales and support. She can assist with treasury management questions when your sales consultant is unavailable.

Gem brings more than eight years of banking experience to her current position. In addition, she assists you directly with any items pertaining to the implementation of new services.

## Public Fund References

<p><b>City of Beaumont</b> 801 N. Main Street Beaumont, TX 77701 Contact: Laura Clark</p>	(409) 880-3115
<p><b>Jefferson County</b> 1149 Pearl Street Beaumont, TX 77701 Contact: Tim Funchess</p>	(409) 835-8510
<p><b>Lamar University</b> 4400 S. MLK Pkwy Beaumont, TX 77710 Contact: Twila Baker</p>	(409) 880-8276
<p><b>Lamar Institute of Technology</b> 855 E Lavaca Beaumont, TX 77705 Contact: Donna Quebedeaux</p>	(409) 839-2065
<p><b>Jefferson County Trust</b> 1149 Pearl Street Beaumont, TX 77701 Contact: Tim Funchess</p>	(409) 835-8510
<p><b>Jefferson County Drainage District No. 7</b> 4401 9th Avenue Port Arthur, TX 77642 Contact: Phil Kelley</p>	(409) 985-4369
<p><b>Jefferson County Drainage District No. 6</b> 6550 Walden Road Beaumont, TX 77707 Contact: Chuck Oakley</p>	(409) 842-1818
<p><b>City of Nederland</b> 1400 Boston Avenue Nederland, TX 77627 Contact: Cheryl Dowden</p>	(409) 723-1509
<p><b>Nederland Independent School District</b> 220 North 17th Street Nederland, TX 77627 Contact: Melissa Wong</p>	(409) 724-2391

<p><b>City of Orange</b>            803 Green Avenue            Orange, TX 77630            Contact: Gail English</p>	(409) 883-1081
<p><b>City of Lumberton</b>            836 North Main            Lumberton, TX 77657            Contact: Steven Clark</p>	(409) 755-0031
<p><b>Jefferson County Drainage District No. 3</b>            2440 Hwy 124            Hamshire, TX 77622            Contact: Shanna Verret</p>	(409) 243-3495
<p><b>Jefferson County Appraisal District</b>            4610 S 4th Street            Beaumont, TX 77705            Contact: Diana Miller</p>	(409) 840-9944
<p><b>Sabine Neches Navigation District</b>            2348 Hwy 69            Nederland, TX 77627            Contact: Clayton Henderson</p>	(409) 729-4588
<p><b>Jefferson County WCID No. 10</b>            3707 Central Boulevard            Nederland, TX 77627            Contact: Tommy McDonald</p>	(409) 722-6922
<p><b>Port of Port Arthur</b>            221 Houston Avenue            Port Arthur, TX 77640            Contact: Judy Bettis</p>	(409) 983-2011
<p><b>Sabine Pass Port Authority</b>            PO Box 1067            Sabine Pass, TX 77655            Contact: Sherri Droddy</p>	(409) 971-2411
<p><b>South East Texas Regional Planning Commission</b>            2210 Eastex Freeway            Beaumont, TX 77703            Contact: Jim Borel</p>	(409) 899-8444

<p><b>City of Port Neches</b>            Secondary Depository Relationship            634 Avenue C            Port Neches, TX 77651            Contact: Andre Wimer</p>	(409) 727-2182
<p><b>City of Groves</b>            3947 Lincoln Avenue            Groves, TX 77619            Contact: Lamar Ozley</p>	(409) 960-5776
<p><b>Lumberton Municipal Utility District</b>            55 W. Chance Cut-Off Road            Lumberton, TX 77657            Contact: Carla Belt</p>	(409) 755-1559
<p><b>Orange County</b>            123 6th Street            Orange, TX 77630            Contact: Christy Khoury</p>	(409) 882-7991
<p><b>Jefferson County Emergency Services</b>            PO Box 7844            Beaumont, TX 77726            Contact: Lavon Jones</p>	(409) 842-3008
<p><b>City of Bevil Oaks</b>            7525 Sweegum Road            Beaumont, TX 77713            Contact: Kimberly Vandver</p>	(409) 753-1475
<p><b>City of Silsbee</b>            105 S. 3rd Street            Silsbee, TX 77656            Contact: DeeAnn Zimmerman</p>	(409) 385-2863

## Contractual requirements

### 2.1 Type of banking relationships

**The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts, time deposits, and/or Certificates of Deposit.**

Acknowledge and agree.

### 2.2 Compliance with statutes

**By returning the Bid Worksheet, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2544, et. Seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 117.001 through 117.126 as passed by the 70th leg. 1987; Article 2547 a,b,c; and Article 2558a et. Seq.) that pertain to the managing and safekeeping of District and County Clerks funds and will comply with those statutes.**

Acknowledge and agree.

### 2.3 Bank affiliation

**A proposing bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The bank must be a Federal or Texas chartered bank doing business in and having a service facility within Jefferson County.**

Wells Fargo meets this requirement.

### 2.4 Duration

**The Bank contract will be effective for a period of four (4) years ending sixty (60) days from the time fixed by law for the next selection of a depository.**

**If a time deposit or certificate of deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities as required by law for public funds, to provide for the maturity of the time deposit or certificate of deposit.**

Acknowledge and agree.

### 2.5 Renegotiations

**This four year contract shall allow the bank to establish, on the basis of negotiations with the County, new interest rates and financial terms of the contract that will take effect during the final two years of the four year contract if:**

- a) the new financial terms do not increase the prices to the County by more than 10 percent; and**

- b) **the County has the option to choose to use the initial variable interest rate option, or to change to the new fixed or variable interest rate options proposed by the bank.**

Acknowledge and agree.

## **2.6 Investments made outside depository bank**

**The Jefferson County District and County Clerks reserve the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas, as a result of court order, and the Investment Policy of Jefferson County. All investment purchases shall be made on a delivery versus payment basis.**

Acknowledge and agree.

## **2.7 Submitting financial statements**

**All Banks wishing to be designated as a Depository Bank will include as part of the Bid:**

- a) **The Bank's last three (3) quarterly Uniform Bank Performance Reports.**
- b) **The Bank's last three (3) Call Reports.**
- c) **The Bank's Annual Financial Reports for the past 2 years.**

UBPR can be found at <https://cdr.ffiec.gov/public/ManageFacsimiles.aspx> (click Unique Identifier, and use the Wells Fargo FDIC Certificate No. 3511)

You can obtain our previous four quarterly call reports at the following site: [fdic.gov/Call\\_TFR\\_Rpts/index.asp](https://fdic.gov/Call_TFR_Rpts/index.asp). Using the Wells Fargo FDIC Certificate No. 3511.

You can find our most recent annual report at: [wellsfargo.com/invest\\_relations/annual](https://wellsfargo.com/invest_relations/annual).

## **2.8 Good faith guarantee**

**A Bank desiring to be the Depository Bank for the District and County Clerks Trust Funds must submit with the Bid Proposal Worksheet, a certified cashier's check in the amount of \$30,523.94 (one-half of one percent of the Trust Fund's revenue for the preceding year) payable to Jefferson County as a guarantee of good faith. The County will hold the check until a Depository Bank is selected and the bond and/or security has been filed.**

Acknowledge and agree.

## 2.9 Liquidated damages for not providing security

As stated in Code Section 116.023:

**“If a bank is selected as a depository and does not provide the bond and/or security, the county shall retain the amount of the check as liquidated damages.”**

A new depository shall then be selected.

Acknowledge and agree.

## 2.10 Security

**Within fifteen (15) days after selection of the Depository, the Bank so selected is to qualify as a County Depository for the funds of the District and County Clerks Trust Funds. As soon as the contract for securities pledged is provided and approved by the Commissioners' Court, an order will be entered by the County designating the successful applicant, or applicants, as Depository for the funds of the Jefferson County District and County Clerks. This contract shall remain in place until sixty (60) days after the time fixed for the next selection of a Depository, to-wit, May, 2019, or until such time as a new Bank has qualified as Trust Funds Depository, whichever should sooner occur. Thereupon, the County Treasurer will place with said Depository all the funds belonging to the Jefferson County District and County Clerks.**

Acknowledge and agree.

## 2.11 Pledged collateral

**a) Pledged Securities in the amount provided by law under Sec. 116.054, V. T. Local Government Code, will be provided in quantities sufficient to fully collateralize all of the Funds of Jefferson County and their subdivisions.**

- 1) U.S. Treasury Notes**
- 2) U.S. Treasury Bills**
- 3) Federal Farm Credit Banks Notes and Bonds**
- 4) Federal Home Loan Banks Notes and Bonds**
- 5) Federal National Mortgage Association Notes and Bonds**
- 6) Federal Home Loan Mortgage Corporation Notes and Bonds**
- 7) Federal Home Loan Bank Letters of Credit**

**The bank must be the true and legal owner of all securities, which will be pledged to the Jefferson County District and County Clerks Trust Funds. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank, or the Bank of New York-Mellon Trust Company, without expense to the County under an appropriate contract to be drawn to**

**the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.**

Wells Fargo agrees to these requirements.

## **2.12 Collateral management**

**The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value.**

We will comply with the collateral rules set in the Texas Public Funds Code Chapter 2257.022.

Collateral needs are met based on prior day close of business assuming accounts are in the correct public funds product. Same day collateral requests must be made by phone or email to the public funds collateral group by 10:30 a.m. PT.

Included in Appendix (Tab D) are details regarding our Public Funds Collateralization Program and a sample contract.

## **2.13 Value of collateral**

**The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.**

Wells Fargo updates the market value of the securities in its portfolio daily. It obtains market values from established third-party service, IDC -Trust, which provides valuation services to many market participants.

## **2.14 Daily reports**

**A daily list of account balances and market value of pledge collateral will be provided to the County Treasurer.**

Wells Fargo provides online access to view the previous day collateral position through Bank of New York Mellon's Inform website.

## Service requirements

### 3.1 Contact person

**Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.**

**Bank must also provide a list of contact personnel, with phone numbers, within the bank who are qualified to provide information and assistance in the following areas:**

- **General Information**
- **Safekeeping and Securities Clearance**
- **Posting and Deposit Discrepancies**
- **Stop Payments**
- **Balance Adjustments**
- **Collateral Adequacy**
- **Internal Transfers**
- **Wire Transfers**
- **Online PC Service**
- **Certificates of Deposit rate quotes**
- **Signature Cards**
- **Opening and Closing of Accounts**
- **On-line services**

Josh Rodriguez will be the Relationship Manager for the District and County Clerks. He has been with Wells Fargo for 10 years and in Government Banking for seven years.

Josh can be contacted at 409-861-6370 (office), 409-718-6530 (cell), or by email at [josh.rodriquez@wellsfargo.com](mailto:josh.rodriquez@wellsfargo.com).

As a local back-up, Lori Reneau, Government Banking Business Associate, may be reached at 409-861-6329, or by email at [lori.reneau@wellsfargo.com](mailto:lori.reneau@wellsfargo.com).

### 3.2 On-line services

**It is requested that as a part of the proposal the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits. Attach product description, pricing, and sample reports for the on-line PC link available. Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the bid is awarded.**

Designed as a one-stop shop for access to banking services, our *CEO* portal is available 24 hours a day, 7 days a week, and provides you with single sign-on access to account information and a wide range of financial services. You can customize your portal home page, so you can view critical account balances and transaction information at a glance.

The District and County Clerks has access to the following services through the *CEO* portal:

Services available through the <i>CEO</i> portal	
<p><b>Treasury Management</b>            ACH Deletes &amp; Reversals Online            ACH Fraud Filter            ACH Inquiry            ACH Payments            ARP Register Maintenance            Basic Banking            Cash Vault            Deposit Maintenance            Desktop Deposit<sup>®</sup>            Document Retrieval            E-Box<sup>®</sup> Decisioning            Electronic Document Delivery            Event Messaging            Healthcare Claims Payments            Healthcare Supplier Payments            Image Positive Pay            International ACH Payments            Lockbox            Payment and Delivery Preferences            Payment Manager<sup>®</sup>            Payment Manager<sup>®</sup> File Validation Tool            Retail Lockbox Image Archive            Returned Item services            Reverse Positive Pay            SAFE Transmission            Self Administration            Statements &amp; Notices            Stops-Images-Search            Sweep Statements and Confirmations            Wells Fargo Business Online Banking            WellsTax<sup>®</sup> payments            Wire Transfer</p> <p><b>Prepaid Card Services</b>            Paycard            Prepaid Card            Wells Fargo<sup>®</sup> Visa<sup>®</sup> Gift Card</p> <p><b>Health Benefit Services</b></p>	<p><b>International Services</b>            Canadian Treasury Services            Foreign Exchange            Trade Services Online            TradeXchange: Export Services            TradeXchange: Import Services            TradeXchange: MIS and Images</p> <p><b>Credit, Loan, and Finance</b>            Asset Based Lending            Business Credit Services            Credit Management            Fed Funds Online            Global Fed Funds            Interest Rate Management            Loan Document Templates            Mortgage Information Reporting            Receivables Financing            Supply Chain Finance            Warehouse Lending Finance            WFBCI Customer Reporting</p> <p><b>Trust and Investment*</b>            Fed Funds            Institutional Investing: Reporting            Institutional Investing: Trading            Market Linked Investment Offerings            Mutual Fund Reporting            Mutual Fund Trading            Prime Services            Retirement Plan Payments            Retirement Professionals Workstation            Retirement Solutions            Securities Lending Reporting            Security Valuations            Trust Analytics            Trust Information Delivery            Trust Portfolio Reporting            Trust Transaction Management            Wells Capital Management            Wells Fargo Advantage Funds</p>

### Services available through the *CEO* portal

Health Benefit Services	Wells Fargo Securities – Fixed Income Sales
<b>Purchasing</b>	<b>Shareowner Services</b>
Commercial Card Expense Reporting	Shareowner Client Connect

\*Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

### Features and capabilities

With our single sign-on system you can:

- Centralize your payment and disbursement capabilities
- Customize and download current day and previous day reports
- Place stop payments, research transactions, and view images
- Initiate a full range of transactions, including ACH and wire transfer, trade, credit, and trust
- Control access to your accounts, set user transaction limits, assign administrators, and manage how transactions are authorized
- Sign up for services right from your desktop
- Receive time-sensitive notifications by email, text message, or fax
- Mitigate fraud and operational risk with advanced monitoring and decision-making tools

As an existing user of the *CEO* portal, you may already be familiar with particular features of the system. The portal includes access to product demos, and your staff can access tutorials and sign up for webinars taught by trained product experts. User guides and answers to frequently asked questions are also easily found on the site.

However, your dedicated Government Banking team, led by Josh Rodriguez, is always available to provide assistance when needed.

### Online reporting

Our Treasury Information Reporting service delivers online, customizable information reporting for all your account activity. With a single sign-on, you can view, print, or download your balances and transactions — and view check images on select reports — for review in minutes.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction detail, as well as reports on specific transaction types.

Reports can be downloaded as needed into your accounting, treasury workstation, or spreadsheet applications. Download and viewing options vary by report, but can include BAI V2, CSV, Excel, HTML, and PDF.

### Current day

Our current day (intraday) reporting includes the following transaction types: wire transfer, ACH debits and credits, controlled disbursement summary and detail, and remote deposits with detail.

Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, or 90 calendar days.

We update current day information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

#### Previous day

Our previous day reporting includes all transaction types that post to your accounts. Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days.

We update previous day information reporting by 5:30 a.m. CT each banking day.

#### Available reports

We offer a variety of online reports and statements to support your treasury management activity. Refer to the Appendix (Tab B) which includes samples and describes statements and reports that are available to you through our Treasury Information Reporting service.

#### Inquiry capabilities

Wells Fargo offers general inquiry capabilities online through our *CEO* portal, which you'll access with a single sign-on. We also offer inquiry capabilities within specific product applications of our online system. We've described those services below.

#### Treasury Information Reporting

You can search for specific transactions within many of our online reports. The table below includes specific search criteria available for several of our reports.

Report search criteria	
Account number	Debit or credit transaction type
Account type	Amount or amount range
Currency	Reference number or reference number range
Date or date range	Location number or location number range

The screen shot below shows the search criteria available for our Previous Day Composite report.

**Customize Standard Report**

★ Required field ? For more information

Report Name: **Previous Day Composite: Transactions Only**

Report Format: ★ ? HTJL (new window) ▼

Data Columns: View Edit Columns (CSV & Excel Only)

Select Account(s): ★ ? Account Number: Bank ID / Account Name / CDT

12344	(073000228 - ABC COMPANY)	USD
12345	(073000228 - WIDGETS INC.)	USD
12345CAD	(026004077 - WORLD HOLDINGS)	CAD
12345EUR	(026004077 - GREEN CASTINGS)	EUR

Select all Accounts To select multiple accounts use the 'Ctrl' key.

Select Filter Category ▼ Filter Value Filter Reset

Relative Date or Date Range: ★ ? Please select a relative date or date range.

Previous Business Day ▼

05/22/20xx through

Debit / Credit Information: ★ ? Debits and Credits ▼

Include Transaction Criteria: ★ ?

Transaction Group	Transaction Type
All	All
ACH Concentration Debits & Credits	ACH Concentration Credit
ACH Debits & Credits	ACH Concentration Debit
Adjustment Debits & Credits	ACH Credit Received

To select multiple transaction groups or transaction types, use the 'Ctrl' key.

Amount or Range: xxx,xx through

Ref # or Range: xxx-xxxx through

Location # or Range: xxx-xxxxx through

Sort Report by: ★ Location and Amount (descending) ▼

Additional Information:

Recap by Location

Subtotals Only

Include Transaction Links

Summary of Customization Criteria

Save As Create Report Cancel

### Stops-Images-Search

You can perform inquiries for issued and paid check transactions, deposits, debits, credits, stop payments, or all posted items for up to seven years from the posting date, and then print your results — all from a single web page. You can also view details for each of the transactions within your search.

- Range searches help you locate any items by date or dollar amount. You can also search for specific items by entering check and customer reference numbers. Transactions that qualify for stop payments or image requests are identified so that you can:
  - Search for posted items
  - Initiate stop payments
  - Renew or release stops
  - View the status of items issued (outstanding, canceled, or voided)\*
  - View online images of checks, electronic deposits, or paper deposits that have posted to your accounts

\*Requires use of account reconciliation service.

A screen shot of our Stops-Images-Search service is below.

#### Other inquiry capabilities

In addition to those services described above, we offer inquiry capabilities through the online treasury management services shown in the table below.

Treasury management services with inquiry capabilities	
ACH Inquiry	Lockbox
ACH Fraud Filter	Retail Lockbox Image Archive
Commercial Card Expense Reporting	Returned Item Services
<i>Desktop Deposit</i>	Reverse Positive Pay
Image Positive Pay	Wire Transfer

#### Alerts

Event messaging is an optional service that complements our online information reporting service. You can receive critical information alerts by email, fax, or text message about:

- ACH received and return activity
- Controlled disbursement totals
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity
- Returned items
- Unauthorized incoming ACH transactions

Based on your direction, we can notify you immediately, once every hour, once every two hours, once a day, or twice a day.

### Mobile banking

We offer *CEO Mobile* banking in conjunction with our standard online banking service.

In 2007, Wells Fargo became the first major U.S. bank to offer mobile services for commercial and corporate customers. With the *CEO Mobile* service, you can perform many of the same tasks you access through the portal, as well as additional functions such as uploading business expense receipts or depositing checks using an iPhone, iPad, or Android device.\*



\*Requires iOS version 6.1 or above or Android version 4.0 or above.

Access the service from any smartphone and sign on using your portal authentication credentials.

Use the <i>CEO Mobile</i> service for	Features
<b>ACH payments</b>	Approve or reject domestic ACH transactions
<b>Cash management</b>	Transfer funds between your corporate bank accounts at Wells Fargo and monitor intraday account balances and transactions, including controlled disbursement summary and lockbox availability information
<b>Exception processing</b>	View positive pay images and make pay or return decisions
<b>Fraud protection</b>	View ACH Fraud Filter details and make pay or return decisions
<b>Information reporting</b>	View previous day and intraday composite reports, as well as detailed reports on controlled disbursements and lockbox deposits
<b>Making deposits</b>	Deposit checks and money orders to your corporate bank account using an iPhone, iPad, or Android device*
<b>Mobile alerts</b>	Receive notifications about critical transactions or items that need your attention
<b>Managing commercial cards</b>	Cardholders can view remaining credit, review charges and declines, and enter out-of-pocket expenses  Program administrators can set limits, maintain card details, and manage the Merchant Category Code strategy
<b>Managing commercial loans</b>	Review and reset rates for expiring term loans
<b>Tokenless authentication</b>	Use our One Time Code service to review and approve important transactions — even when you don't have your token
<b>User access control</b>	Administer and reset passwords, approve dual custody changes, and enable or disable users
<b>Wire transfers</b>	Approve or reject outgoing wires and initiate templated wires

\*Requires iOS version 6.1 or above or Android version 4.0 or above.

### 3.3 Analysis report

Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:

- average ledger balance
- average float
- average collected balance
- average negative collected balance
- average positive collected balance
- reserve requirement
- available balance for earnings credit
- price levels for each activity
- monthly volumes by type
- earnings credit allowance (provide an explanation of how the earnings credit rate is calculated)

**A sample account analysis report will be provided as part of the Bid.**

We provide a combined monthly account analysis statements.

The billing period closes on the last day of the month. We calculate balances and account activity on the fifth business day of the next month. Your analysis statement is available electronically on the sixth business day.

We mail paper analysis statements six to eight business days after the close of the billing period.

You can choose from a variety of formats and delivery methods for receiving your account analysis statements.

The table below indicates which delivery methods are available for each format.

Format	Online	Secure email	Transmission	Mail
PDF	X	X		
ANSI 822 text 30-10 or 40-10 versions	X	X	X	
CSV	X	X		
Spreadsheet	X	X		
Paper				X

### Interactive analysis statement

We are the only financial institution that offers an online interactive analysis statement. With our interactive statement the District and County Clerks can trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing.

You can view the interactive statement online or download it in PDF, spreadsheet, HTML, or CSV formats. Examples of our trending feature are shown below.

Refer to the Appendix (Tab B) for a sample analysis report and statement.

## 3.4 Statements

**---Monthly bank statements will include checks or image of checks on CD Rom, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.**

**---A hard copy of canceled checks or checks on CD shall be furnished to the County at month's end.**

**---Statements should be processed no later than ten (10) business days after the close of each month.**

**---A sample bank statement will be included as a part of the Bid.**

### Check imaging

We capture images and make check image detail available online to the District and County Clerks, in addition to two other delivery channels: in an image transmission or on a CD or DVD.

#### Online

Image retrieval is available as part of our Stops-Images-Search service, which lets you immediately view, print, and download items.

#### Image transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images and related index information. Image files are available as early as 10:00 a.m. CT the day after posting. Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

#### CD or DVD

We deliver disks weekly, monthly, or semi-monthly. Disks are ready nine business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

### Online statements

You can access your account statements online in PDF format, or you can subscribe to our DDA Cycled Statement report that's available through our online reporting service in HTML, BAI V2, CSV, and Excel formats.

Wells Fargo encourages our customers to “Go Green.” As an alternative to paper, our customers can access their account analysis and bank statements in human-readable PDF format through the *CEO* portal. The advantage of this method over paper is that you can easily store statements on an internal system or on CD-ROM.

The following table lists the mailing dates and online availability of statements and reconciliation reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
<b>DDA statements</b>	3 days	1 day
<b>Full reconciliation statement and reports</b>		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
<b>Partial reconciliation statement</b>		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day

Refer to the Appendix (Tab B) for a sample analysis report and statement.

### 3.5 ACH transactions

#### **Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. Bank will be required to provide detailed information**

With our ACH Fraud Filter review option, ACH transactions post to your account. You review any transactions that you have not preauthorized and make a pay or return decision for each item. When you choose to return an item, we create a reversing adjustment to your account and return the transaction to the originator. With our ACH Fraud Filter stop option, any transactions that you have not preauthorized will automatically be returned without review.

#### **ACH Fraud Filter**

You can choose from three options to protect your checking and savings accounts from unauthorized ACH transactions.

Review transactions and decide if you want them returned

With our review option, you can preauthorize ACH transactions to post to your account. We then notify you of any that are not preauthorized; you review those and notify us whether you want them paid or returned. When you tell us to return one, we create a reversing adjustment and return it as unauthorized.

You can request that we report:

- All ACH transactions posted to your account
- All ACH transactions that exceed a predetermined dollar amount
- ACH credit transactions only, or ACH debit transactions only
- ACH credit transactions or ACH debit transactions that exceed a predetermined dollar amount

- ACH credit transactions or ACH debit transactions outside a specified date range
- ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

If you do not make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

#### Stop unauthorized transactions automatically

With our stop option, we automatically return transactions that you have not preauthorized and process all that you have preauthorized.

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount
- Stop and return all ACH credit transactions only, or ACH debit transactions only
- Stop and return ACH credit transactions or ACH debit transactions outside a predetermined dollar range
- Stop and return all ACH credit transactions or ACH debit transactions outside a specified date range
- Stop and return all ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

#### Monitor converted check entries

Our Echeck option helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes Echeck Post and Echeck Stop options for accounts receivable check (ARC) and back office conversion (BOC), and point-of-purchase (POP) transactions.

#### Echeck Post

If you use this option in conjunction with our positive pay service, you have the opportunity to see unmatched items that will post to your account, so you can decide to pay them or return them using our online Image Positive Pay service.

If you use this option with our Perfect Presentment® service, the ACH converted check will not be matched against your check issue records.

#### Echeck Stop

If you choose this option, we will automatically stop all ineligible items inadvertently converted before they post to your account.

#### ACH reporting

Our online reporting service provides comprehensive ACH reporting.

Standard reports available include:

- ACH Origination
- ACH Receive
- ACH Return/NOC

- ACH Customer Activity

You can download reports into your accounting, treasury workstation, or spreadsheet applications in a variety of the most popular formats, including BAI V2, CSV, and Excel, and view or print the reports in HTML and PDF formats.\*

\*Download and viewing formats may vary by report.

## 3.6 Wire transfers

**Bank must provide the ability to send wire transfers on an automated or manual basis, and also to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.**

The District and County Clerks can send and receive wires, and transfer funds between Wells Fargo accounts quickly, easily, and securely. We discuss those options in detail below.

### Outgoing wire options

#### Online and mobile

You can initiate same-day and future-dated domestic wires, international U.S. dollar wires, foreign exchange wires, drawdown requests, international requests for transfer, and book transfers from your computer or your mobile device<sup>2</sup>.

Through our online service, you can:

- Initiate and approve multiple wires from a single screen
- Enter information into free-form wire screens for one-off wires
- Create multiple-use templates for recurring wires to save time, with the option to lock all template information fields except date and amount
- Add, modify, and delete templates
- Upload up to 200 free-form or templated wires at a time
- Personalize each of your user's profiles to control access to accounts and wire services
- Specify number of approvals before wires can be sent (up to four approvers)<sup>3</sup>

<sup>2</sup>You can only initiate repetitive wires through our mobile service.

<sup>3</sup>Dual custody is required for our online wire transfer service, as well as for any administration services related to this service.

#### Telephone

Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint; these are validated through a voice response unit (VRU).

Repetitive wires set up on our system are completed through the VRU. To complete a free-form wire, the user is transferred to a team member in the Wells Fargo Wire Transfer department.

#### Automatic standing transfer order

To set up a repetitive wire transfer, you will tell us the criteria that our system will use to determine the amount to send. You'll also specify initiation dates and times for us to automatically send the transfers.

### In person

You can go to any Wells Fargo store to initiate a wire. You must have signing authority on the account to initiate the request.

### Incoming wires

We accept wire transfers from other Wells Fargo accounts and from the Federal Reserve, SWIFT, and CHIPS (Clearing House Interbank Payments System) networks. If a sender provides a valid account number in wire instructions that arrive before our processing cutoff time, we'll post the incoming funds to your account the same day.

### Wire reporting

Our Treasury Information Reporting service provides comprehensive intraday and previous day reporting of wire transaction information.

Wire reporting includes the account name and number, wire amount, process date and time, receiving and originating banks, corresponding bank, Fed or SWIFT reference number, internal reference or confirmation number, value date, currency, wire text, and the transaction status.

You can view, print, and download any report into your accounting, treasury workstation, or spreadsheet applications. Downloading and viewing options vary based on the report you choose. Format options include: BAI V2, CSV, Excel, HTML, and PDF.

As an extension of our single sign-on portal, you can view your intraday and previous day reports using our mobile service.

## 3.7 Interest rates

**Floating interest rate bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. Jefferson County reserves the right to select the rate most favorable to the District and County Clerks at anytime during the term of the contract, within the guidelines of Section 116.021 (b) of the Code.**

Wells Fargo is offering our Texas Managed Rate across all accounts. The current interest rate for the Texas Managed Rate is 0.10%. This rate is based on the T-Bill along with other market factors that our Texas Regional Finance Management team analyzes to set the rate on a weekly basis.

The Texas Managed Rate account is fully collateralized, totally liquid, and will allow customers to continue to earn an ECR to help offset any analysis fees.

Month	APY
March 2015	0.10%
February 2015	0.15%
January 2015	0.15%
December 2014	0.15%
November 2014	0.15%

Month	APY
October 2014	0.15%
September 2014	0.15%
August 2014	0.15%
July 2014	0.15%
June 2014	0.15%
May 2014	0.15%
April 2014	0.15%

### 3.8 Disbursement services

**A successful Bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentation.**

Wells Fargo agrees to cash without charge to the District and County Clerks or Jefferson County employees, the employees' payroll checks whether or not the employee has an account with Wells Fargo.

### 3.9 Positive pay

**The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies shall be cleared by a designated County employee before checks are paid by the bank. Any applicable cost should be quoted.**

Our account reconciliation (ARP) services with Image Positive Pay offers the District and County Clerks the most effective fraud reduction tool and the most choices available in the industry. Positive Pay identifies checks that may be fraudulent or unauthorized by matching those presented against your account to your file of issued checks. Positive Pay exceptions — checks that don't match your file — are presented to you for pay or return decisions. We will provide the District and County Clerks with exception item notification by 10:00 a.m. CT and you will have until 1:00 p.m. to make a "pay" or "no pay" decision.

With Image Positive Pay service, the District and County Clerks can view and download images of your exception items, helping you make informed. You can access Image Positive Pay services online using the *CEO* portal.

The District and County Clerks may choose to send a register file by direct transmission or input register information online through the *CEO* ARP Register Maintenance option.

### Teller positive pay

We've focused on integrating our positive pay services with our teller system. Because we capture issue files and update the bank teller line every 30 minutes throughout the day, our tellers view the most current positive pay information available. Tellers validate checks presented for encashment at our teller windows by matching the serial number and dollar amount to your register file. This provides additional protection against check fraud.

Our ability to provide up-to-date information more than 50 times a day, seven days a week distinguishes Wells Fargo from other banks. We capture your positive pay issue files every 15 minutes, from 8:00 a.m. to 10:00 p.m. CT.

Wells Fargo offers both direct internet export of reconciliation data and modem transmission of data. Information is downloadable into Excel, HTML, BAI1, BAI2, and comma delimited formats.

### Payee match

Our tellers ensure the payee name on the presented check matches the payee name on the issue file before cash is paid out. If an item with an unmatched payee name is presented for encashment, we identify it prior to encashment — helping to reduce fraudulent activity associated with payee alteration.

We can match up to 120 characters of a payee name.

When presented with an unmatched item, our tellers will make a best effort attempt to contact Treasury Management Client Services, who in turn would contact the District and County Clerks to request instructions about how to handle the item.

## 3.10 Deposit services

**The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the bid.**

### Incoming wire

We accept wire transfers from other Wells Fargo accounts and from the Federal Reserve networks. If a sender provides a valid account number in wire instructions that arrive before our processing cutoff time, we'll post the incoming funds to your account the same day.

We accept incoming wires from the Federal Reserve until 5:00 p.m. CT and credit them the same day.

### Other services

Regarding availability schedules, we:

- Determine and calculate availability of deposited items based on our optimal check clearing and collection process.
- Give immediate availability for on-us items, except for our controlled disbursement items (which are available on the following business day).

- Calculate availability on an item-by-item basis according to the routing transit number on the check, the deposit location, and the time of day when you deposit the item.

Most of our customers use our standard accelerated availability schedule. We offer alternate schedules on a case-by case basis. We will work with you to ensure you have the most appropriate availability schedule for your account.

We review our availability schedules annually. Please refer to Appendix (Tab C) for the schedule specific to your proposed depositing locations.

### 3.11 Cash overdrafts

**For the purpose of determining cash overdrafts, the daily cash balance in all District and County Clerks accounts will be added together and if a negative balance occurs, the District and County Clerks accounts are considered to be over-drafted. An applicable insufficient funds fee can then be charged.**

In those situations where an overdraft occurs in the funding account, we assess an interest charge on the use of “Uncollected Funds” balance at our standard Prime Rate + 4%, as well as a per item fee for each overdraft. Though there is no daily cap on fees, we do allow these fees to be offset by the earnings credit allowance.

We charge for both overdrafts and for the use of uncollected funds. Overdraft fees and uncollected funds use fees can be offset by the earnings credit allowance. The charge for overdrafts is on a per item basis and is set by your relationship manager.

The rate for uncollected funds use is based on our prime borrowing rate. The formula for this fee is shown below.

$$\frac{(\text{average daily negative collected balance}) \times (\text{overdraft rate}) \times (\text{days in period})}{(360)}$$

You will not be charged for daylight overdrafts.

Wells Fargo is a full-service bank. We continuously track all activity. Our daylight overdraft monitoring process consists of intraday monitoring of the current balance in your DDA account. The process begins by adding the opening available balance in a DDA account to the daylight overdraft limit. All ACH, wire, and other significant account activities such as investment and item processing update the balance. We compare outgoing wire transfers to this updated balance. When the balance is negative, all outgoing wire transfers are sent to the Risk Control area. We release wire transfers after receiving approval from a Credit Administrator, relationship manager, or other individual with the appropriate authority.

We do not offer a daylight overdraft line of credit. However, with credit approval, we have the ability to extend a revolving line of credit to you that can be linked to your checking account to help cover inadvertent overdrafts. Limits vary by customer and are subject to the review of the District and County Clerks’ financial statements, credit approval, and completion of any necessary documentation. There are currently no fees charged for intraday activity.

### 3.12 Computerized output

**The Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.**

You can download an electronic file of your posted items, returned items, and electronic deposits from a secured location, using our suite of secure internet transmission protocols. Your images will be in-house when you need them.

We offer a convenient delivery schedule for each product type. Scripting software is available to fully automate file retrieval. Choose from the following two formats based on your technology infrastructure and needs:

- Image File Import archive-ready format\*: View, search, print, and store check images in your secure in-house archive
- Image File Import PDF†: Review and print items using Adobe Acrobat software

\*Lockbox files are zipped; all others are XML with a zipped image file.

†PDF not available for retail lockbox.

#### Images

We capture images and make them available to the District and County Clerks by three delivery channels: online, in an image transmission, or on a disk.

##### Online

Image retrieval is available as part of our Stops-Images-Search service, which lets you immediately view, print, and download items.

##### Transmission

Our Image File Import option provides a daily, weekly, semi-monthly, or monthly file of paid check images and related index information. Image files are available as early as 10:00 a.m. CT the day after posting. Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

##### CD or DVD

CD-ROMs hold up to 30,000 images (front and back) and DVDs hold up to 120,000. We deliver disks weekly, monthly, or semi-monthly. Disks are ready nine business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

The District and County Clerks can access images stored on a disk, or view them from your archive.

### 3.13 Security safekeeping

**Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided.**

**Indicate costs associated with a security purchase settlement.**

Wells Fargo Securities, LLC (WFS) is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC, and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

The WFS investment representative who will work with the District and County Clerks is Kenneth Guillory in our Houston, Texas office; telephone 713-319-1138, and email [kenneth.f.guillory@wellsfargo.com](mailto:kenneth.f.guillory@wellsfargo.com).

Wells Fargo has been helping institutional clients, including nonprofit organizations, manage their finances for more than 150 years. WFS builds on that tradition by offering investment products, services, and expertise to finance directors and business administrators for public institutions across America. We have a local, customer-focused approach to business. Therefore, our customers benefit from our in-depth knowledge of their region and unique investment needs.

WFS works with institutional clients who prefer to manage their own investments. We provide investment solutions through various products:

- U.S. Treasury Bills, Notes and Bonds
- Federal agency securities
- Corporate bonds
- Commercial paper
- Brokered certificates of deposit
- Taxable and tax-exempt money market mutual funds
- Other money market securities

WFS offers the following services to our customers:

- Wells Fargo *CEO* portal, providing online access to customers' brokerage account activity, statements, and positions 24 hours a day, 7 days a week, including online trading for money market mutual funds during normal trading hours as well as portfolio management tools. Money Market Mutual Fund transactions can also be originated through the *CEO* portal.
- Investment policy development, providing assistance in establishing guidelines for managing public funds.
- Portfolio analytics, assisting in investment strategy development, security comparison tools, portfolio performance measurement, and interest rate risk advisory services.

- Portfolio accounting through our low cost portfolio accounting system, which is an internet-based accounting and reporting package designed specifically for fixed-income portfolios.
- Safekeeping, assisting in managing cash flow and providing portfolio management information.
- Underwriting, with our Public Finance division providing capital project funding.

WFS provides its brokerage clients with self-clearing bank safekeeping services. Securities purchased by WFS customers are held in custody with Wells Fargo Bank, N.A., a FRB member. Safekeeping activity is subject to annual audits by our internal auditors, Wells Fargo Audit Services, Inc., and by our external auditors, KPMG.

Securities purchased by the District and County Clerks will be settled by delivery versus payment (DVP) either through the Depository Trust Company (DTC) or the Bank of New York (BONY). Securities belonging to customers who have safekeeping with Wells Fargo Bank, N.A. (Bank Safekeeping) are held in accounts titled "Wells Fargo Bank Safekeeping Services." The securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the depositories. Physical securities registered in the customer's name or in WFS' nominee name are held in the Bank of New York's (BONY's) securities vault. These securities are counted and reconciled at least quarterly.

Fees and charges are competitive within our industry. Please see the enclosed fee schedule included in Appendix (Tab E).

WFS provides a written confirmation of each trade. However, in conjunction with Rule 10b-10(b) from the Securities and Exchange Commission, which allows for alternative period reporting, WFS does not send written confirmations for money market mutual fund transactions, including purchases, redemptions, dividends, and dividend reinvestment. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call, or maturity advices. Customers may elect to receive their statements through the online *CEO* portal, or through U.S. mail. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call, or maturity advices.

The deadline for cash (same-day) settlements is 12:00 p.m. CT. There is no charge for late delivery instructions, but those will be done on a best-efforts basis.

By providing the resources of a respected, national financial services firm with our local expertise and commitment to customer service, WFS provides our customers with the best of both worlds. Each of our investment representatives are part of an experienced team of brokers, traders, and sales assistants, ensuring that someone is always available to assist customers.

### 3.14 Payment for services

**The County may elect to pay for service either by direct fee payment or by compensating balance.**

Our standard billing period is the calendar month, with designated accounts direct debited on the 20th calendar day of the month. Alternatively, you may elect to receive invoices and make payments by check or ACH. Quarterly, semi-annual, and annual billing periods are also available.

### 3.15 Cash management

**On an ongoing basis the District and County Clerks will require cash management advice as to how accounts and procedures should be structured. Also, the District and County Clerks will want to be kept informed of recent developments in cash management products.**

**Bidders are invited to propose additional cash management services that are not specified herein.**

Wells Fargo welcomes the ongoing opportunity to consult with Jefferson County to maintain the highest level of functionality and efficient structuring of accounts and services.

Refer to Appendix (Tab A) additional products and solutions we recommend and may be beneficial to the District and County Clerks.

### 3.16 Expense allowance

**State the dollar amount, if any, that the Bank will provide for expenses incurred due to changing depository banks.**

**(For example: checks, deposit slips, endorsement stamps, and etc.)**

The bank will provide for The District and County Clerks an initial supply of checks, deposit slips, endorsement stamps, sealable bags, coin wrappers, and currency straps at no cost.

### 3.17 Capital to assets ratio

**Depository Banks will have and maintain a minimum five percent primary capital to assets ratio as compiled by dividing line 28 (total equity capital) by line 42 (total assets) on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC form 32 statement will be included in the bid and shall be a continuing quarterly reporting requirement of the Depository Bank.**

**Should primary capital ratio fall below five percent, the Commissioners Court will review bank plans to future earnings and capital increases before determination is made to close out the depository.**

Wells Fargo Bank, N.A. capital to assets ratio is 10.13% as of the 12-31-14 Call Report.

### 3.18 Stop payments

**The Bank will be required to process stop payments on verbal, faxed, or e-mail instructions from the designated county employees with follow-up written confirmation.**

#### Stop methods

You have two options to submit stop payment orders: online through Stops-Images-Search or by electronic transmission (where you'll include information in your ARP issue file). With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we'll process them in real time. You can make a request as late as 8:00 p.m. CT and still receive same-day posting.

#### Online

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. You can place stop payments on a maximum of 20 checks at one time. To place a stop payment on more than 20 checks at one time, you will contact Treasury Management Client Services for assistance.

#### By transmission

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

#### Effective period

Stop payments remain in effect for six months. You can individually renew a stop payment on an as-needed basis through our online system or choose to use our renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewal
- Limit the number of times a stop payment is automatically renewed

We recommend placing a stop payment on checks that are no longer in your possession.

Placing a stop payment order does not delete the check from the issue file.

We offer a service called Stop Drop for ARP accounts that allows us to automatically cancel an issue once the stop payment has expired. In addition, with Stop Drop, all items with a stop payment are excluded from the outstanding checks balance.

If you choose not to implement Stop Drop, you will need to send a cancel record to delete the issue from your reconciliation once the stop has expired.

Stop Payments can be processed by verbal instructions with written confirmation by contacting our 24 hour customer service line 1-800-225-5935. Manual Stop Payments are effective for six months.

### 3.19 Standard disbursement services

**Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.**

Wells Fargo will honor all checks presented for payment provided they include an authorized signature and proper endorsement. All checks presented for payment will be verified against your outstanding stop payment register. Checks presented over-the-counter will require two forms of identification in addition to proper endorsement.

### 3.20 Bank reconciliation services

**The Bank will provide partial or full reconciliation services, on specific accounts determined by the County. List what is included in each service.**

Wells Fargo offers our disbursement customers both full and partial ARP services.

#### Full ARP

The District and County Clerks provides Wells Fargo with issued check information, and we reconcile your paid checks to your issued checks and send a detailed statement.

We can update your check register information more than 50 times each day, seven days a week. Within 90 minutes of electronic transmission, you can receive an optional file confirmation or stop confirmation report.

On a weekly or monthly basis, comprehensive statements are available for your account. Reports can include deposit location reporting, sorting, subtotaling, and other reporting customizations to match your accounting system or information requirements. You can request a variety of optional reports, including paid checks, outstanding checks, stop payments, and several others, in various output formats.

#### Partial ARP

With this service, Wells Fargo provides the District and County Clerks with an ARP statement. You can also request a variety of optional reports, including paid checks, stop payments, and several others in various output formats. You can then use the statement or optional reports to reconcile your statement and identify any exceptions.

You'll receive an electronic file of paid checks daily, weekly, or monthly to upload into your reconciliation software.

### Optional reporting

Our ARP services provide flexible reporting options. You can customize your account reconciliation to match your accounting needs by choosing which optional reports you need from the 14 we list in the following table.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks <sup>1</sup>	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks <sup>2</sup>
Issue Notices Not Received <sup>2</sup>	Matched Paid Items <sup>2</sup>
Voids and Cancels <sup>1</sup>	Prior Payments <sup>1</sup>
Issues This Cycle <sup>1</sup>	Unpaid Checks <sup>1</sup>

<sup>1</sup>Only available with Full ARP.

<sup>2</sup>Only available with Full ARP or Partial ARP with Positive Pay.

ARP optional reports are available by transmission or through our secure internet portal. Through our online reporting service, you can:

- Access your ARP statements and 14 off-cycle optional reports in PDF format
- Choose the data you want to see before you download your ARP statements and reports in CSV or Excel format
- Perform a query of your ARP data and download the results in CSV or Excel format
- View a summary and details of your account reconciliation activity by date (including check issues, cancels, and voids) as well as stop payment requests, releases, and renewals in PDF format through our ARP File Posting Confirmation report

### Sample reports

The following are samples of our most commonly requested optional reports, shown in PDF format.

#### Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-31-08	PAGE 1
P.O. BOX 69020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		PAID CHECKS REPORT		PERIOD: 05-31-08 TO 05-31-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
459201004		5-31-08	20.00	INNR	
459201005		5-31-08	200.00	INNR	
4050101002	5-30-08	5-30-08	100.00		
4050101004	5-30-08	5-30-08	20.00		
4050101005	5-30-08	5-31-08	200.00		
4050201001		5-31-08	10.00		
4050201002		5-31-08	109.00	INNR	
4050201003		5-31-08	1,000.00		
8			1,659.00	TOTAL	

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-06-08		PAGE 1	
P. O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		OUTSTANDING CHECKS REPORT				PERIOD: 0-00-00 TO 05-06-08			
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101002	5-3-08	1,590.00	0		3051101003	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101004	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051201005	5-05-08	10.00	0	
3051201001	5-3-08	10.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201002	5-3-08	100.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 3
3051201003	5-3-08	1,500.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201004	5-3-08	20.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051201005	5-3-08	200.00	0		4051201005	5-06-08	10.00	0	PAYEE NAME 5
3051301001	5-3-08	10.00	0						
18		5,210.00	TOTAL				5,210.00	TOTAL	

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-30-08		PAGE 1			
P. O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		STOP PAYMENTS REPORT				PERIOD: 04-28-08 TO 05-28-08					
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	272.27	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-12-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

VOIDS AND CANCELS

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-06-08		PAGE 1	
P. O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		VOIDS AND CANCELS REPORT				PERIOD: 05-06-08 TO 05-06-08			
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION					
3051101001	5-03-08	5-06-08	10.00	CANCEL/I					
3051101002	5-03-08	5-06-08	100.00	CANCEL/I					
3051101003		5-06-08	0.00	VOID					
1			0.00	TOTAL VOIDS					
2			110.00	TOTAL CANCELS/I					
0			0.00	TOTAL CANCELS/NI					

3.21 Other specific services

As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

Acknowledged. We have included the completed Bid Worksheet with this response and additional Print Services have been added.

## Structure of accounts

**The District and County Clerks bank accounts will be structured as follows (numbers and dollar amounts are subject to change):**

**-- Non-Interest Bearing Checking Accounts -- 2**

**-- Estimated balances equal -- \$ 6,000,000.00**

**-- Certificates of Deposit – The District and County Clerk’s Trust/Registry Funds, as ordered by the court to be invested in C.D.s**

**Service charge consideration is expected because of these non-interest bearing balances.**

For historical interest rates available for interest bearing accounts please refer to section 3.7- Interest rates.

EXHIBIT B

**Bid Proposal Worksheet for  
RFP 15-007/DC Depository Banks for  
Jefferson County District and County Clerks Trust/Registry Funds**

**Certificates of Deposit - Variable Interest Rate -**

91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

Note: Due to the current low interest rate environment, Wells Fargo does not currently recommend CDs as a method of investment. The standard checking accounts earning the Texas Managed Rate earn a higher rate while being fully collateralized and liquid.

	<u>Less than \$100,000.00</u>	<u>More than \$100,000.00</u>
1. Maturity 7-29 days	+ ___ basis pts.	+ ___ basis pts.
2. Maturity 30-59 days	+ ___ basis pts.	+ ___ basis pts.
3. Maturity 60-89 days	+ ___ basis pts.	+ ___ basis pts.
4. Maturity 90-179 days	+ ___ basis pts.	+ ___ basis pts.
5. Maturity 180 days-less than one year	+ ___ basis pts.	+ ___ basis pts.
6. Maturity 1 year or more	+ ___ basis pts.	+ ___ basis pts.

**Certificated of Deposits - Fixed Interest Rate -**

	<u>Less than \$100,000.00</u>	<u>More than \$100,000.00</u>
1. Maturity 7-20 days	___ %	___ %
2. Maturity 30-59 days	___ %	___ %
3. Maturity 60-89 days	___ %	___ %
4. Maturity 90-179 days	___ %	___ %
5. Maturity 180 days-less than one year	___ %	___ %
6. Maturity 1 year or more	___ %	___ %

**COST ANALYSIS WORKSHEET -**

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your bid figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for December 31, 2014.

**BALANCE SUMMARY -**

Average Book Balance	\$ 6,069,081.87
Less Average Float	<u>5,826.58</u>
Average Collected Balance	\$ 6,063,255.29
Average Negative Collected Balance	0.00



## Depository Services:

DESCRIPTION	AVERAGE MONTHLY VOLUME	PRICE	CHARGE	BALANCE REQUIRED
<b>BALANCE &amp; COMPENSATION INFORMATION</b>				
RECOUPMENT MONTHLY	6,558.56	0.06375	418.11	1,038,159.82
<b>GENERAL ACCOUNT SERVICES</b>				
ACCOUNT MAINTENANCE-CHEXSTOR	2	6.00	12.00	29,795.92
DEBITS POSTED	0.08	0.02	0.00	3.97
CREDITS POSTED	9.25	0.40	3.70	9,187.07
<b>DEPOSITORY SERVICES</b>				
CV CASH ONLY OR CHECK ONLY DEPOSIT	9	0.40	3.60	8,938.78
CASH VAULT DEPOSIT CASH AND CHECK	0.42	0.40	0.17	417.14
CASH VAULT MONTHLY BASE	1.92	5.00	9.60	23,836.73
EXPANDED NETWORK CURRENCY DEPOSITED	261.25	0.01	1.31	3,243.41
REMOTE CASH VAULT-WFARGO DEP CHECKS	7.25	0.10	0.69	1,710.16
REMOTE CASH VAULT-NON WF DEP CHECKS	26	0.13	3.25	8,069.73
RETURN ITEM - CHARGEBACK	0.08	3.00	0.24	595.92
RETURN ITEM REDEPOSITED	0.08	2.50	0.20	496.60
<b>PAPER DISBURSEMENT SERVICES</b>				
DDA CHECKS PAID	50.33	0.05	2.52	6,248.45
SEARCH	1.92	0.35	0.67	1,668.57
ONLINE IMAGE VIEW < 90 DAYS - ITEM	0.58	0.25	0.15	360.03
ONLINE IMAGE VIEW > 90 DAYS - ITEM	0.25	0.25	0.06	155.19
IFI PAID CHECKS - IMAGE	49.75	0.06	2.99	7,411.73
<b>GENERAL ACH SERVICES</b>				
ACH FRAUD FILTER REVIEW MO BASE	2	5.00	10.00	24,829.93
ACH FRAUD FILTER REVIEW MO BASE	2	0.00	0.00	-
<b>INFORMATION SERVICES</b>				
PREV DAY SUBSCRIPTION MTHLYBASE	2	15.00	30.00	74,489.80
PREV DAY SUBSCRIPTION MTHLYBASE	2	0.00	0.00	-
PREVIOUS DAY ITEM LOADED	60.33	0.02	1.21	2,995.98
ELECTRONIC WINDOW EXTENDED STOR 90	520.5	0.01	5.21	12,923.98

Total Analyzed Services Performed

\$ 87.55

**OTHER SPECIFIC SERVICES** - As described on the Cost Analysis Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also indicate charges for the following:

-- Locked or Sealable bags	<u>Allowance</u>
-- Laser Checks	<u>Allowance</u>
-- Checks (in individual books or binders)	<u>Allowance</u>
-- Deposit Slips	<u>No charge</u>
-- Endorsement Stamps	<u>No charge</u>
-- Coin Wrappers	<u>No charge</u>
-- Currency Straps	<u>No charge</u>

The Trust may use their one time \$500 allowance to help pay for the cost of check stock or lockable/sealed bags.

**OTHER UNSPECIFIED SERVICES AND/OR COSTS** – Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

<u>Service</u>	<u>Cost</u>
<u>Free Armored Car service to include one daily pickup from one central location.</u>	_____
_____	_____
<u>Free Desktop Deposit Scanners should the County decide to use the service.</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

**References:**

List two (2) references for whom bidder has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred

Business	Contact Person	Phone Number
<u>City of Beaumont</u>	<u>Laura Clark</u>	<u>880-3115</u>
<u>City of Nederland</u>	<u>Cheryl Dowden</u>	<u>723-1509</u>

See complete list of references in “Public Fund References” section of the proposal response.

## DEPOSITORY BANK

The Bank must complete the information below to validate the bid for a Jefferson County District and County Clerks' Depository Bank.

The undersigned affirms that they are fully authorized to execute this bid. The contents of this bid has not been discussed or communicated by the undersigned, nor by any employee or agent, with any other bidder, member of Commissioners' Court, or any other persons engaged in this type of business, prior to the official opening of this bid.

### All unsigned Bids will be disqualified.

Name and address of Bank:

Wells Fargo Bank

6250 Delaware St

Beaumont, TX 77706

Signature:



Name:

Josh Rodriguez

Title:

Sr. Industry Specialist

Telephone Number: 409-718-6530

E-Mail:

josh.rodriguez@wellsfargo.com

Note: By my signature above, I hereby certify that the following are attached:

- A. A list of references of current Public Funds Users that utilize Cash Management Products similar to those requested in bid.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past 2 years.
- E. A Certified Check or a Cashier's Check as a guarantee of good faith.
- F. A sample monthly Collateral Report.
- G. Product description pricing, and sample reports for the on-line PC link available.
- H. A sample Account Analysis Report.
- I. A sample Bank Statement.
- J. A Copy of Bank's Availability Schedule.
- K. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signee to execute this contract.
- L. A response to every section and subsection in the Invitation to Bid.
- M. Completed Cost Analysis Worksheets.
- N. Attachments indicating other services and charges not specified in the Invitation to Bid.

## EXHIBIT C

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**Meeting Date**

AUG 29 2011

Agenda Item No. 26

WELLS FARGO BANK, NATIONAL ASSOCIATION

WRITTEN CONSENT OF THE LOAN COMMITTEE  
OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole member of the Loan Committee (the "Committee") of the Board of Directors of Wells Fargo Bank, National Association, do hereby adopt the following resolution by signing my written consent hereto:

**Resolution Regarding Approval of Contracts  
Regarding Depository Services**

**WHEREAS**, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

**WHEREAS**, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

**WHEREAS**, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

**WHEREAS**, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

**WHEREAS**, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

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**NOW, THEREFORE, BE IT RESOLVED**, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of the 8<sup>th</sup> day of June, 2011.

  
\_\_\_\_\_  
David A. Hoyt

**SECRETARY'S CERTIFICATE  
WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Hope Armstrong Howe, Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that the following resolution was adopted by the Loan Committee of the Board of Directors of the Bank by action taken by written consent effective as of June 8, 2011 and that said resolution has not been rescinded or modified and is now in full force and effect:

**Resolution Regarding Approval of Contracts  
Regarding Depository Services**

**WHEREAS**, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

**WHEREAS**, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

**WHEREAS**, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

**WHEREAS**, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

**WHEREAS**, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

**NOW, THEREFORE, BE IT RESOLVED,** that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed the seal of the Bank on this 27<sup>th</sup> day of July, 2011.

(SEAL)



*Hope Armstrong Howe*

Hope Armstrong Howe  
 Wells Fargo Bank, National Association  
 Assistant Secretary

## DEPOSITORY PLEDGE AGREEMENT

746000291

**Jefferson County District & County Clerks Trust** ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of Texas law in effect from time to time (the "Governing Statutes") **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

**1. Grant of Security Interest; Instructions Regarding Collateral.** (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities"

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time

**2. Amount of Collateral.** The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred percent (100%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value

**3. Substitutions and Withdrawals of Collateral.** If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of both Bank and Depositor, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. Depositor agrees to promptly sign and deliver to Custodian, upon Bank's

request, a withdrawal or substitution notice if the market value of the Collateral remaining after the proposed withdrawal or substitution, as applicable, would equal or exceed the Required Collateral Value. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3.

**4. Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

**5. Custodian's Obligations.** (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof, (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder, and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

**6. Custodian's Reliance on Pricing Services.** The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

**7. Default and Remedies.** If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

**8. Termination of Agreement.** Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

**9. Applicable Law; Other Agreements.** This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

**10. Force Majeure.** Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. **Jury Trial Waiver.** EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

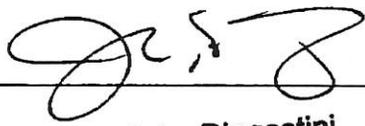
12. **Miscellaneous.** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERE ARE NO ORAL AGREEMENTS OF THE PARTIES Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement

Date of Agreement: 1/21, 2011

DEPOSITOR: **JEFFERSON COUNTY DISTRICT & COUNTY CLERKS TRUST**

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION**

Signature:   
Print Name: Jeff R. BRANICK  
Title: County Judge  
Address: 1149 Pearl - Fourth Floor  
Beaumont TX 77701

Signature:   
Print Name: John Diagostini  
Title: Managing Director  
Address: 1 Wall Street, Attn BDS - Coll Mgr SFL  
New York, NY 10286

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature:   
Print Name: Sheila Lynch  
Title: Vice President  
Address: 333 Market Street St. 17<sup>th</sup> Floor,  
MAC: A0119-173  
San Francisco, CA 94105

DepPldgAgmt-TX-BNY-2006(0519)

**ADDENDUM "A"**  
**(Authorized Officers of Depositor)**

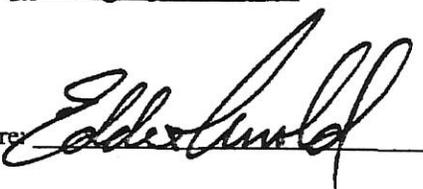
One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Print  
 Name: Jeff R. Branick  
 Title: County Judge  
 Phone/ 409-835-8466  
 Fax: 409-839-2311

Signature: 

Email: [jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)

2. Print  
 Name: Eddie Arnold  
 Title: Commissioner Pct. 1  
 Phone/ 409-835-8442  
 Fax: 409-835-8628

Signature: 

Email: [eddiearnold@co.jefferson.tx.us](mailto:eddiearnold@co.jefferson.tx.us)

2. Print  
 Name: Brent A. Weaver  
 Title: Commissioner Pct. 2  
 Phone/ 409-727-2173  
 Fax: 409-722-1916

Signature: 

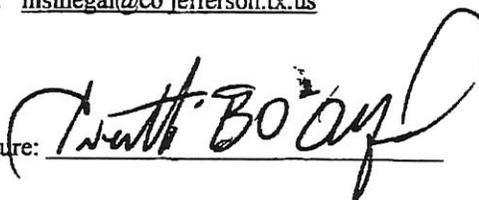
Email: [bweaver@co.jefferson.tx.us](mailto:bweaver@co.jefferson.tx.us)

3. Print  
 Name: Michael Sinegal  
 Title: Commissioner Pct. 3  
 Phone/ 409-983-8300  
 Fax: 409-983-8303

Signature: 

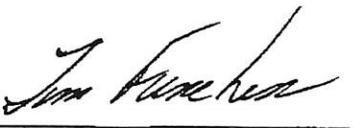
Email: [msinegal@co.jefferson.tx.us](mailto:msinegal@co.jefferson.tx.us)

4. Print  
 Name: Everette "Bo" Alfred  
 Title: Commissioner Pct. 4  
 Phone/ 409-835-8443  
 Fax: 409-784-5803

Signature: 

Email: [ealfred@co.jefferson.tx.us](mailto:ealfred@co.jefferson.tx.us)

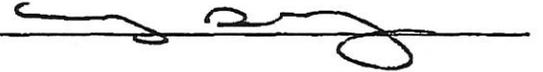
5. Print  
 Name: Tim Funchess  
 Title: County Treasurer  
 Phone/ 409-835-8509  
 Fax: 409-839-2347

Signature: 

Email: [tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

**ADDENDUM "B"**  
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

- |    |  |  |
|----|--|--|
| 1. | Print<br>Name: <u>Sheila Lynch, Vice President</u>           | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3278 / (866) 686-5441</u>        | Email: <u>lynchsh@wellsfargo.com</u>   |
| 2. | Print<br>Name: <u>Dorry Valdez, Assistant Vice President</u> | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3275 / (866) 686-5441</u>        | Email: <u>valdezdo@wellsfargo.com</u>  |
| 3. | Print<br>Name: <u>Jeana No, Bank Officer</u>                 | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3277 / (866) 686-5441</u>        | Email: <u>Jeana.No@wellsfargo.com</u>  |
| 4. | Print<br>Name: <u>Mercy D. Lopez, Bank Officer</u>           | Signature: <u></u> |
|    | Phone/<br>Fax: <u>(415) 371-3273 / (866) 686-5441</u>        | Email: <u>lopezmd@wellsfargo.com</u>   |

**Regular, May 11, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, May 11, 2015