

SPECIAL, 5/18/2015 1:30:00 PM

BE IT REMEMBERED that on May 18, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
May 18, 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 18, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **18th** 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Consider and approve specifications for (IFB 15-012/YS), HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

SEE ATTACHMENTS ON PAGES 9 - 40

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve, execute, receive and file a renewal for (RFP 10-066/KJS), Lease of the Jefferson County Downtown Jail Facility with LaSalle Corrections for a second (1) one year renewal from June 26, 2015 to June 25, 2016.

SEE ATTACHMENTS ON PAGES 41 - 41

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute, receive and file contract price extensions for (RFP 10-002/KJS), Emergency Disaster Assistance Recovery for Jefferson County with DRC Emergency Services, LLC and Crowder Gulf and for a period of 90 days, extending the current contract expiration date from July 29, 2015 to October 26, 2015.

SEE ATTACHMENTS ON PAGES 42 - 43

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

4. Consider and possibly approve a correction to the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. held on Saturday June 6, 2015.

SEE ATTACHMENTS ON PAGES 44 - 46

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

SEE ATTACHMENTS ON PAGES 47 - 48

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

6. Consider and possibly approve a discretionary exemption in accordance with Local Government Code 262.024(a)(2) for an item that is necessary to preserve or protect the public health or safety of the residents of the County to Reliable Chevrolet for a replacement of a wrecked Sheriff Patrol vehicle in the amount of \$26,400.

SEE ATTACHMENTS ON PAGES 49 - 50

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

7. Regular County Bills – check #407363 through check #407659.

SEE ATTACHMENTS ON PAGES 51 - 61

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

8. Consider, possibly approve and authorize the County Judge to execute a First Amendment to the RV Park Management Agreement between Jefferson County and I-10 R.V.L.L.C.

SEE ATTACHMENTS ON PAGES 62 - 65

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider, possibly approve and authorize the County Judge to execute a Subscriber Agreement between Jefferson County, Texas and GlobalSign, Inc. for an SSL Certificate to secure the County website and e-file server.

SEE ATTACHMENTS ON PAGES 66 - 84

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

10. Receive and file executed Tolling Agreement Executed between Jefferson County, Texas and the U.S. Army Corps of Engineers regarding the fill material associated with the construction of a breakwater in the Sabine-Neches Waterway.

SEE ATTACHMENTS ON PAGES 85 - 89

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
May 18, 2015*

11. Consider, possibly approve and authorize the County Judge to execute an application for Right-of-Way from Jefferson County to the City of Beaumont for that portion of Main Street directly behind the Jefferson County Courthouse.

SEE ATTACHMENTS ON PAGES 90 - 95

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

12. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations. The recommendation of HOT funds from the Jefferson County Tourism Committee is listed below. Requested \$600 South Texas Judges & Commissioner Conference -Recommended \$600 Recommended 27,167.84 Ford Park/ Ford Fields- Requested 27,164.84

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

13. Consider and possibly approve a Proclamation for Elder Abuse Prevention Awareness Month.

SEE ATTACHMENTS ON PAGES 96 - 96

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

14. Consider and possible adopt a Resolution recognizing Susie James for 34 years of dedicated service to the Jefferson County Tax Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 97 - 97

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TREASURER:

15. Receive and File Investment Schedule for April, 2015, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 98 - 100

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

16. Consider and possible adopt a Resolution recognizing Donald J. Metts for 28 years of dedicated service as a Livestock Enforcement Deputy for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 101 - 101

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
May 18, 2015

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Invitation for Bids

May 18, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. **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 HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief
BID NO: IFB 15-012/YS
DUE DATE/TIME: 11:00 AM CST, June 16, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1001 Pearl Street, 3rd Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 20, 2015 and May 27, 2015

IFB 15-012/YS
Term Contract for HVAC Capital Equipment, Services,
and Supplies for Jefferson County Disaster Relief
Bids due: 11:00 AM CST, June 16, 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) TO SEE IF ADDENDA OR
ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED
FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.**

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1001 Pearl Street, 3rd 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

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.

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-012/YS.

SCOPE

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief for an initial contract period of one (1) year, with an option to renew for up to four (4) additional years.

1. General
 - a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
 - b. Emergency service to be available on a twenty-four (24) hours, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
 - a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
 - b. Provide emergency service as requested and required by County.
 - c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
 - d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
 - e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.
3. Jefferson County Will
 - a. Notify contractor when repairs, replacements, service or inspections are required by County.
4. Detail
 - a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the bid should include travel to and from the job.)
 - b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
 - c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.
 - d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value

over \$500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

- e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.
- f. Replacement of parts that have an individual cost exceeding \$2500 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.
 - It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

NOTE: The following is to become a part of the provisions of the bid. The qualifications of the mechanics must be such as to satisfy the Director of Facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

- I. Boiler Repairs**
 - a. Flu Gas Analysis
 - b. Tube Rolling
 - c. Refracting
 - d. insulating (internal)
- II. Pneumatic and Electronic Controls**
- III. Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.**
- IV. Air and Water Flow Balancing**
- V. Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.**

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

As no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Bidders must be able to provide local response time. Bidders are required to provide Jefferson County with a Texas State License.

Bidders should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

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

The Offer is hereby accepted for the following items: IFB 15-012/YS Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 15-012/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$
2	Apprentice Mechanic accompanying a Mechanic during working hours (Monday–Friday, 7:30 AM to 5:00 PM)	\$
3	Apprentice Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$
4	Apprentice Mechanic accompanying a mechanic on weekdays and Saturdays (Monday–Friday, 5:00 PM to 7:30 AM and all day Saturday)	\$
5	Mechanic for emergency service on Sundays and Holidays	\$
6	Apprentice Mechanic accompanying a mechanic for emergency service on Sundays and Holidays	\$
7	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Monday–Friday, 7:30 AM to 5:00 PM)	\$
8	Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday–Friday and all day Saturday)	\$
9	Mechanic for emergency service with disaster relief during mandatory/ voluntary county (Sundays and Holidays)	\$
10	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (7:30 AM to 5:00 PM, Monday–Friday and all day Saturday)	\$
11	Apprentice Mechanic accompanying a mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (5:00 PM to 7:30 AM Monday through Friday and all day Saturday)	\$
12	Apprentice Mechanic accompanying a Mechanic for emergency service with disaster relief during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$
Item	Description	Percentage Off
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor's cost plus % (percent) markup	%
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at cost plus _____%(percent)	%
15	Sub-contractor percentage mark-up	%
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at cost plus _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges	%
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at cost plus _____% markup	%

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street
City
State
Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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.

CONTRACT RENEWAL FOR RFP 10-066/KJS
LEASE OF THE JEFFERSON COUNTY DOWNTOWN JAIL FACILITY

The County entered into a contract with LaSalle Southwest Corrections for three (3) years, from June 28, 2011 to June 27, 2014.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from June 26, 2015 to June 25, 2016.

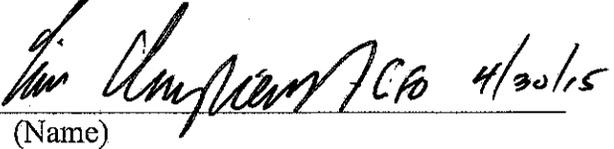
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
LaSalle Southwest Corrections

 Tim Campbell JCO 4/30/15

(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

May 8, 2015

DRC Emergency Services, LLC
2009-C W14th Street
Houston TX 77008
Attn: Mr. Brian LaRiviere

Dear Mr. LaRiviere:

Please be advised the annual contract for Emergency Disaster Assistance Recovery for Jefferson County (RFP 10-002/KJS) will expire on July 29, 2015. It is requested that your company extend your current contract prices for an additional ninety (90) days, with the expiration date being Monday, October 26, 2015.

Please sign the acknowledgment below to indicate your agreement and return. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent

DC: ys

Price Extension Received and Accepted: 5/11/2015
Date

Project Number: 10-002/KJS

Contractor: DRC Emergency Services, LLC

Signature: Mrs [Signature]

Print Name and Title: Yvonne Stafford, CEO

ATTEST: **JEFFERSON COUNTY, TEXAS**

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

May 8, 2015

Crowder Gulf
5435 Business Parkway
Theodore AL 36582
Attn: Mr. John Ramsay

Dear Mr. Ramsay

Please be advised the annual contract for Emergency Disaster Assistance Recovery for Jefferson County (RFP 10-002/KJS) will expire on July 29, 2015. It is requested that your company extend your current contract prices for an additional ninety (90) days, with the expiration date being Monday, October 26, 2015.

Please sign the acknowledgment below to indicate your agreement and return. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent

DC: ys

Price Extension Received and Accepted: 05-11-15
Date

Project Number: 10-002/KJS

Contractor: Crowder Gulf

Signature:

Print Name and Title: JOHN RAMSAY - PRESIDENT

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in cursive script, appearing to be "dc", is written over the printed name "Deborah Clark".

Date: May 8, 2015

Re: Surplus Property Auction

Consider and possibly approve a correction to the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. held on Saturday June 6, 2015.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION

June 6, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	HP LASERJET P2015 PRINTER	SCNB1S16132	31252
<i>contact person: Peggy Coleman</i>			
CRIME LAB	AGILENT GCMS DETECTO	CN10520096	30094
<i>contact person: Brandy Henley</i>			
DISTRICT CLERK	30 - DRAWER CARD FILE CABINET		12591
<i>contact person: Helen Bielecki</i>			
DISTRICT ATTORNEY	BROWN CABINET		12439
<i>contact person: Dan'na Vincent</i>			
HISTORICAL COMMISSION	4-DRAWER GREEN FILE CABINET		11551
HISTORICAL COMMISSION	4-DRAWER GREEN FILE CABINET		11552
<i>contact person: Linda McMahan</i>			
ROAD & BRIDGE #1	1999 GMC 7500 DUMP TRUCK	1DGM7H1C7XJ517056	24043
ROAD & BRIDGE #1	2000 FORD F250 TRUCK	1FTNX20F1YEC25168	25136
ROAD & BRIDGE #1	2000 CHEVY C7500 DUMP TRUCK	1GBM7H1C0YJ516129	25324
<i>contact person: Paul Truax</i>			
AIRPORT	OIL RACK W/2 TANKS		6928
AIRPORT	5-DRAWER FILING CABINET		2186
AIRPORT	4-STANDING LOCKERS		
AIRPORT	4-STAINLESS TRASH BIN AND TOWEL DISPENSER		
AIRPORT	ROUND TABLE		2657

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION

June 6, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AIRPORT	JLG 40 HA MAN LIFT	002741-030017077	
AIRPORT	1995 INTERNATIONAL DUMP TRUCK	1HTSCACP9SH616995	27050
AIRPORT	STANDING SAW	71127789	21571
AIRPORT	RED TOOL BOX		3975
AIRPORT	GOODMAN AC PACKAGE UNIT		
AIRPORT	BRUSH GUARD FOR A FORD TRUCK		
AIRPORT	GAS BOY PUMP		
AIRPORT	PORTABLE SAND BLASTER		
<i>contact person: Duke Youmans</i>			

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court
From: Deborah Clark 
Purchasing Agent
Date: April 30, 2015
Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 11, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	GATEWAY M280E LAPTOP PC	00363187314	30478
AGRICULTURE	GATEWAY -4500D PC	0037310611	30722
AGRICULTURE	HP DESKJT 9800 PRINTER	SMY79B2Z0CB	32915
AGRICULTURE	CANON CANOSCAN 4400F SCANNER	TAAA84378	30856
<i>contact person: Peggy Coleman</i>			
COUNTY CLERK	ITHACA RECEIPT PRINTER	SJ004652724	3827
<i>contact person: Theresa Goodness</i>			
COMMISSIONER PCT. 1	OFFICE CHAIR		
<i>contact person: Patricia Nantz</i>			
DISTRICT CLERK	CANON CALCULATOR CP12130		
DISTRICT CLERK	BROTHER TYPEWRITER		
DISTRICT CLERK	COMPUTER MONITOR		
<i>contact person: Helen Bielecki</i>			
ENGINEERING	SAMSUNG DIGIMAX A7 CAMERA	35401817	33665
<i>contact person: Ronney Nedd</i>			
HISTORICAL COMMISSION	4-DRAWER MICROFILM FILE CABINET		8896
HISTORICAL COMMISSION	QUASAR TV/CR COMBO W/REMOTE		23569
<i>contact person: Linda McIlhahen</i>			

Approved by Commissioners' Court: _____



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

DATE: May 14, 2015

TO: Deb Clark
Purchasing Agent

FROM: Chief Mark Dubois

RE: Replacement Vehicle Purchase

Mrs. Clark,

A Sheriff's Office employee was involved in a fleet accident while driving a Department Tahoe on May 13th. After considering the age and mileage of the vehicle, it was determined that the cost of repairs would exceed the value of the vehicle. A replacement vehicle needs to be purchased.

We have located a 2014 model Tahoe at Reliable Chevrolet in Richardson, TX. Purchasing the vehicle from this dealer will save the Department and County money in that it is the only 2014 model Tahoe in our Department's exterior color and patrol specifications that we were able to locate. If we were to buy a 2015 model from a dealership, the cost would be much higher and the wait would be months to special order a vehicle in meeting our specifications.

The cost of the vehicle will be \$26,400. The Sheriff's Office will be using existing budgeted funds for this purchase. It will not require any contingency funds.

Please feel free to contact me should you have any questions.

Sincerely,

Chief Deputy Mark Dubois
Jefferson County Sheriff's Office
Office: 409-835-8734
Cell: 409-719-3871



RELIABLE CHEVROLET
HOME OF THE ENFORCER POLICE PACKAGE

DATE: May 14, 2015

INVOICE #

REMIT ADDRESS:

800 North Central Expressway
Richardson, Texas 75080
Phone: 972-952-1561
Fax: 972-952-8172
Email: dadams@reliablechevrolet.com

2014 TAHOE PPV
SPEC #38211
ONLY 2 DARK BLUE LEFT

FOR: QUOTE GOOD FOR AS LONG AS

CONTRACT IN EFFECT & MODEL ORDERABLE

BILL TO: JEFFERSON COUNTY

MARK DUBOIS/DAVE FONTENOT

NOTE: ORDER CUTOFF FOR 2014 TAHOE PPV IS AUGUST 22, 2013

Estimated time of delivery to dealer of 2015 after receipt of PO is 85-105 days for all but Caprice

Estimated time of delivery to dealer of 2015 after receipt of PO is 145-160 days for Caprice

Turnkey estimated time of delivery of unit being upfitted is 5-7 weeks after receipt of vehicle

THIS QUOTE IS BASED ON:
JEFFERSON CO USING GM BID ASSISTANCE

DESCRIPTION	AMOUNT
(1) CC10706 - TAHOE PPV - ITEM 468CLE	
INCLUDES ALL THE STANDARD EQUIPMENT PLUS THE FOLLOWING:	
G80 - LOCKING DIFFERENTIAL	
PLUS THE FOLLOWING OPTIONS ORDERED ON VEHICLE:	
BG9 - RUBBER FLOORING	
K5T - DUAL BATTERY	
UTQ - CONTENT THEFT ALARM DISABLED	
9V7 - ALL EXTERIOR PLASTIC BODY PARTS PAINTED DARK BLUE METALLIC	
AMF - 6 PACK KEYLESS REMOTES	
6E2 - COMMON KEY	
TGK - SPECIAL DARK BLUE METALLIC EXTERIOR	
7X6 - LH SPOTLAMP	
PLUS THE FOLLOWING OPTIONS AS REQUESTED:	
NONE	
2 LEFT IN STOCK AS OF 3/10/15 WITH RUBBER FLOORING.	
NOTE: OPTIONAL DELIVERY TO JEFFERSON COUNTY - ADD \$250 IF DESIRED	
I INVITE YOU TO INVESTIGATE THE SI-2000 ONLINE SERVICE FROM GM FOR MANUALS	
THIS SERVICE IS AVAILABLE AT NO COST TO FLEETS AND IS REAL TIME INFO.	
	26150.00

VEHICLE PRICED FOB RICHARDSON.

NO LONGER ON CONTRACT.

SUBTOTAL	\$	26,150.00
TAX RATE		0.00%
SALES TAX		-
OTHER		
TOTAL	\$	26,150.00

STOCK UNITS CANNOT BE HELD WITHOUT LETTER OF INTENT TO PURCHASE or PO

Make all checks payable to **RELIABLE CHEVROLET**. If you have any questions concerning this invoice, contact:
Doug Adams, Fleet and Commercial Manager
972-952-1561 direct line, 972-952-8172 fax, dadams@reliablechevrolet.com

THANK YOU FOR YOUR BUSINESS!

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	84.46	407546	84.46**
ROAD & BRIDGE PCT.#1			
ENTERGY	678.21	407411	
STAR GRAPHICS SHARP	30.12	407466	708.33**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	65.00	407379	
ENTERGY	501.91	407411	
MUNRO'S	18.45	407436	
AT&T	89.43	407463	
STAR GRAPHICS SHARP	42.71	407466	
BUMPER TO BUMPER	15.99	407537	
PCM-G	1,690.00	407573	2,423.49**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	23.64	407372	
BEAUMONT TRACTOR COMPANY	13.96	407386	
CITY OF PORT ARTHUR - WATER DEPT.	29.76	407392	
FARM & HOME SUPPLY	18.03	407401	
GULF COAST AUTOMOTIVE, INC.	48.80	407409	
MUNRO'S	18.23	407436	
OFFICE DEPOT	5.49	407441	
PHILPOTT MOTORS, INC.	164.62	407447	
STAR GRAPHICS SHARP	63.56	407466	
STRATTON INC.	4.79	407483	
HOWARD'S AUTO SUPPLY	20.13	407493	
LOWE'S HOME CENTERS, INC.	38.32	407524	
TASCO	149.12	407544	
BILL WILLIAMS	200.00	407559	
DEJEAN AUTOMOTIVE	289.18	407560	
ASCO	245.81	407617	1,333.44**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	5,613.40	407383	
M&D SUPPLY	39.35	407428	
MUNRO'S	80.35	407436	
AT&T	73.80	407463	
TRI-CON, INC.	3,430.88	407480	
POSITIVE PROMOTIONS	188.45	407494	
SIERRA SPRING WATER CO. - BT	49.41	407519	9,475.64**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	407466	
UNITED STATES POSTAL SERVICE	2.24	407516	45.49**
PARKS & RECREATION			
FARM & HOME SUPPLY	9.91	407401	
ENTERGY	1,447.75	407411	
WALMART COMMUNITY BRC	12.56	407514	1,470.22**
GENERAL FUND			
TAX OFFICE			
SECRETARY OF STATE - ELECTIONS DIV.	600.00	407458	
STAR GRAPHICS SHARP	208.10	407466	
UNITED STATES POSTAL SERVICE	908.79	407516	
APPRAISAL & COLLECTION TECHNOLOGIES	998.00	407580	
JEFFERSON COUNTY CREDIT CARDS	540.00	407586	3,254.89*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	407385	
MOORMAN & ASSOCIATES, INC.	750.00	407435	

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	43.25	407466	
PRE CHECK, INC.	124.00	407505	
UNITED STATES POSTAL SERVICE	1.77	407516	
TEXAS AGRILIFE EXTENSION SERVICE	150.00	407564	
AUDITOR'S OFFICE			1,094.02*
FED EX	42.74	407402	
STAR GRAPHICS SHARP	60.94	407466	
UNITED STATES POSTAL SERVICE	16.28	407516	
COUNTY CLERK			119.96*
OFFICE DEPOT	91.20	407441	
UNITED STATES POSTAL SERVICE	281.18	407516	
COUNTY JUDGE			372.38*
LAIRO DOWDEN, JR.	500.00	407398	
JAN GIROUARD & ASSOCIATES	200.00	407406	
STAR GRAPHICS SHARP	43.25	407466	
CLERK - SUPREME COURT OF TEXAS	235.00	407467	
CLERK - SUPREME COURT OF TEXAS	235.00	407468	
TEXAS COLLEGE OF PROBATE JUDGE	350.00	407475	
TEXAS COLLEGE OF PROBATE JUDGE	350.00	407476	
UNITED STATES POSTAL SERVICE	84.26	407516	
J.T. HAYNES	500.00	407549	
JEFF R BRANICK	575.57	407552	
GRACE NICHOLS	500.00	407571	
HARVEY L WARREN III	500.00	407581	
RISK MANAGEMENT			4,073.08*
STAR GRAPHICS SHARP	31.78	407466	
UNITED STATES POSTAL SERVICE	5.72	407516	
COUNTY TREASURER			37.50*
STAR GRAPHICS SHARP	43.25	407466	
UNITED STATES POSTAL SERVICE	221.26	407516	
LEXISNEXIS- ACCURINT	120.00	407578	
PRINTING DEPARTMENT			384.51*
STAR GRAPHICS SHARP	314.11	407466	
PURCHASING DEPARTMENT			314.11*
FED EX	93.98	407402	
OFFICE DEPOT	167.57	407441	
STAR GRAPHICS SHARP	43.25	407466	
UNITED STATES POSTAL SERVICE	4.42	407516	
PCM-G	1,095.00	407573	
GENERAL SERVICES			1,404.22*
GARTH HOUSE	50,000.00	407404	
CASH ADVANCE ACCOUNT	50.00	407423	
PHYSICIAN SALES & SERVICE, INC.	69.06	407448	
TIME WARNER COMMUNICATIONS	192.23	407473	
TOWER COMMUNICATIONS, INC.	2,435.00	407513	
LEXISNEXIS- ACCURINT	248.00	407578	
JEFFERSON COUNTY CREDIT CARDS	402.06	407586	
DYNAMEX INC	205.72	407623	
DATA PROCESSING			53,602.07*
STAR GRAPHICS SHARP	60.94	407466	
CDW COMPUTER CENTERS, INC.	377.93	407496	
CRYSTAL THIERRY	393.30	407558	
TIGER DIRECT.COM	75.84	407572	
LEXISNEXIS- ACCURINT	240.00	407578	
JEFFERSON COUNTY CREDIT CARDS	88.90	407586	
VOTERS REGISTRATION DEPT			1,236.91*

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	30.12	407466	
UNITED STATES POSTAL SERVICE	23.32	407516	
ELECTIONS DEPARTMENT			53.44*
STAR GRAPHICS SHARP	30.12	407466	
DISTRICT ATTORNEY			30.12*
TLCL	250.00	407375	
TRACEY D. BURK	253.20	407388	
OFFICE DEPOT	229.65	407441	
STAR GRAPHICS SHARP	261.30	407466	
UNITED STATES POSTAL SERVICE	328.93	407516	
MCM ELEGANTE HOTEL	156.42	407545	
SUMMER TANNER	304.50	407553	
LEXISNEXIS- ACCURINT	480.00	407578	
JEFFERSON COUNTY CREDIT CARDS	286.35	407586	
FILE & SERVE XPRESS LLC	26.00	407612	
HEALTHPORT	373.67	407620	
TRANSUNION RISK AND ALTERNATIVE	83.50	407646	
DISTRICT CLERK			3,033.52*
KIRKSEY'S SPRINT PRINTING	48.50	407424	
OFFICE DEPOT	248.89	407441	
STAR GRAPHICS SHARP	51.52	407466	
TRIANGLE BLUE PRINT CO., INC.	24.00	407479	
UNITED STATES POSTAL SERVICE	396.47	407516	
JEFFERSON COUNTY CREDIT CARDS	249.99	407586	
BARCODES LLC	110.00	407595	
TINA CLUBB	10.00	407651	
SHERRYE KOHLER	8.00	407652	
CRIMINAL DISTRICT COURT			1,147.37*
DAVID GROVE	900.00	407377	
TRAVIS EVANS	5,703.55	407399	
OFFICE DEPOT	167.59	407441	
PENGAD	44.50	407444	
STAR GRAPHICS SHARP	31.78	407466	
RENE MULHOLLAND	1,867.25	407481	
UNITED STATES POSTAL SERVICE	6.89	407516	
ANTOINE FREEMAN	2,500.00	407561	
JAMES R. MAKIN, P.C.	725.00	407593	
58TH DISTRICT COURT			11,946.56*
STAR GRAPHICS SHARP	31.78	407466	
LEXIS-NEXIS	52.00	407517	
60TH DISTRICT COURT			83.78*
STAR GRAPHICS SHARP	30.12	407466	
CLERK - SUPREME COURT OF TEXAS	30.00	407471	
136TH DISTRICT COURT			60.12*
STAR GRAPHICS SHARP	30.12	407466	
CLERK - SUPREME COURT OF TEXAS	315.00	407469	
UNITED STATES POSTAL SERVICE	.41	407516	
LEXIS-NEXIS	54.00	407517	
172ND DISTRICT COURT			399.53*
STAR GRAPHICS SHARP	31.78	407466	
UNITED STATES POSTAL SERVICE	.48	407516	
LEXIS-NEXIS	53.00	407517	
252ND DISTRICT COURT			85.26*
GAYLYN COOPER	700.00	407374	
THOMAS J. BURBANK, P.C.	800.00	407387	

NAME	AMOUNT	CHECK NO.	TOTAL
TRAVIS EVANS	800.00	407399	
OFFICE DEPOT	155.56	407441	
KEVIN PAULA SEKALY PC	750.00	407459	
KEVIN S. LAINE	800.00	407492	
JOHN D WEST	900.00	407503	
UNITED STATES POSTAL SERVICE	321.85	407516	
LEXIS-NEXIS	53.00	407517	
LANGSTON ADAMS	800.00	407528	
SUMMER TANNER	122.50	407553	
KIMBERLY R. BROUSSARD	1,455.00	407567	
JAMES R. MAKIN, P.C.	4,062.50	407593	
ALEX BILL III	900.00	407594	
THE DAWS LAW FIRM PLLC	600.00	407624	13,220.41*
279TH DISTRICT COURT			
PHILLIP DOWDEN	525.00	407381	
TERRENCE HOLMES	150.00	407419	
MARVA PROVO	75.00	407450	
ANITA F. PROVO	2,156.25	407451	
KEVIN S. LAINE	325.00	407492	
CHARLES ROJAS	75.00	407499	
UNITED STATES POSTAL SERVICE	1.22	407516	
LEXIS-NEXIS	53.00	407517	
KIMBERLY PHELAN, P.C.	525.00	407547	
JONATHAN L. STOVALL	150.00	407590	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	407591	
WILLIAM FORD DISHMAN	150.00	407622	
MATUSKA LAW FIRM	75.00	407628	
TARA SHELANDER	150.00	407636	
SARAH FRASHER	500.00	407642	5,060.47*
317TH DISTRICT COURT			
NATIONAL COUNCIL OF JUV. & FAMILY	695.00	407437	
STAR GRAPHICS SHARP	31.78	407466	
UNITED STATES POSTAL SERVICE	.96	407516	
LEXIS-NEXIS	53.00	407517	
JUDY PAASCH	2,278.33	407539	3,059.07*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	51.32	407466	
UNITED STATES POSTAL SERVICE	23.31	407516	
LEXISNEXIS- ACCURINT	120.00	407578	194.63*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	30.12	407466	
UNITED STATES POSTAL SERVICE	1.40	407516	
LEXISNEXIS- ACCURINT	120.00	407578	151.52*
JUSTICE COURT-PCT 2			
LEXISNEXIS- ACCURINT	120.00	407578	120.00*
JUSTICE COURT-PCT 4			
AT&T	73.80	407463	
STAR GRAPHICS SHARP	42.71	407466	
LEXISNEXIS- ACCURINT	120.00	407578	236.51*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	139.75	407441	
STAR GRAPHICS SHARP	30.12	407466	
UNITED STATES POSTAL SERVICE	44.05	407516	
LEXISNEXIS- ACCURINT	120.00	407578	333.92*
JUSTICE COURT-PCT 7			
MANNINGS SCHOOL SUPPLY	19.95	407429	
PORT ARTHUR NEWS, INC.	129.00	407449	

NAME	AMOUNT	CHECK NO.	TOTAL	
LEXISNEXIS- ACCURINT	120.00	407578	268.95*	
JUSTICE OF PEACE PCT. 8				
LEXISNEXIS- ACCURINT	120.00	407578	120.00*	
COUNTY COURT AT LAW NO.1				
STAR GRAPHICS SHARP	30.12	407466	81.59*	
UNITED STATES POSTAL SERVICE	4.47	407516		
LEXIS-NEXIS	47.00	407517		
COUNTY COURT AT LAW NO. 2				
TRAVIS EVANS	250.00	407399	840.19*	
NATHAN REYNOLDS, JR.	250.00	407452		
UNITED STATES POSTAL SERVICE	30.19	407516		
LEXISNEXIS- ACCURINT	60.00	407578		
JARED GILTHORPE	250.00	407637		
COUNTY COURT AT LAW NO. 3				
GAYLYN COOPER	300.00	407374	3,179.66*	
CLERK - SUPREME COURT OF TEXAS	235.00	407470		
UNITED STATES POSTAL SERVICE	29.23	407516		
LEXIS-NEXIS	55.43	407517		
CAROLYN WIEDENFELD	1,500.00	407525		
LANGSTON ADAMS	250.00	407528		
LEXISNEXIS- ACCURINT	60.00	407578		
THE PARKER LAW FIRM	250.00	407579		
THE DAWS LAW FIRM PLLC	250.00	407624		
JARED GILTHORPE	250.00	407637		
COURT MASTER				
JUDGE LARRY GIST	3,134.90	407405		6,438.08*
OFFICE DEPOT	357.06	407441		
STAR GRAPHICS SHARP	42.71	407466		
JAMES W. MEHAFFY	2,850.00	407489		
UNITED STATES POSTAL SERVICE	.41	407516		
LEXIS-NEXIS	53.00	407517		
MEDIATION CENTER				
OFFICE DEPOT	35.55	407441	635.64*	
STAR GRAPHICS SHARP	30.12	407466		
UNITED STATES POSTAL SERVICE	.81	407516		
KARA HAWTHORN	528.91	407597		
TAMMY BOOKER	40.25	407611		
ALTERNATIVE SCHOOL				
GT DISTRIBUTORS, INC.	166.50	407403	166.50*	
COMMUNITY SUPERVISION				
STAR GRAPHICS SHARP	136.39	407466	136.39*	
SHERIFF'S DEPARTMENT				
CITY OF NEDERLAND	51.50	407394	20,047.39*	
ENTERGY	837.45	407411		
OFFICE DEPOT	1,679.28	407441		
AT&T	119.44	407463		
STAR GRAPHICS SHARP	279.27	407466		
CDW COMPUTER CENTERS, INC.	387.98	407496		
UNITED STATES POSTAL SERVICE	1,198.62	407516		
PCM-G	4,648.35	407573		
INTERSTATE ALL BATTERY CENTER - BMT	405.90	407575		
COBAN TECHNOLOGIES INC	10,164.60	407596		
RITA HURT	275.00	407602		
CRIME LABORATORY				

NAME	AMOUNT	CHECK NO.	TOTAL
SIGMA-ALDRICH, INC.	82.51	407370	
SOUTHEAST TEXAS WATER	79.90	407462	
STAR GRAPHICS SHARP	42.71	407466	
SPECTRUM LABORATORY PRODUCTS	185.82	407530	
AIRGAS SOUTHWEST	48.00	407565	
JEFFERSON COUNTY CREDIT CARDS	150.00	407586	
			588.94*
JAIL - NO. 2			
AAA LOCK & SAFE	17.50	407366	
HILO / O'REILLY AUTO PARTS	65.34	407372	
JOHNSTONE SUPPLY	245.33	407378	
BOB BARKER CO., INC.	2,350.25	407384	
BEAUMONT TRACTOR COMPANY	64.78	407386	
CITY OF BEAUMONT - WATER DEPT.	16.00	407391	
COBURN'S, BEAUMONT BOWIE (1)	26.43	407396	
W.W. GRAINGER, INC.	103.38	407408	
HERNANDEZ OFFICE SUPPLY, INC.	3,057.98	407417	
HERTZ CORPORATION	138.83	407418	
JACK BROOKS REGIONAL AIRPORT	1,506.52	407422	
M&D SUPPLY	62.14	407428	
MAVERICK COMMUNICATIONS, INC.	165.98	407430	
MCNEILL INSURANCE AGENCY	142.00	407432	
MOORE SUPPLY, INC.	98.37	407434	
OFFICE DEPOT	1,420.50	407441	
PETTY CASH - SHERIFF'S OFFICE	687.20	407446	
SANITARY SUPPLY, INC.	2,756.73	407456	
SCOOTER'S LAWNMOWERS	45.00	407457	
SHERWIN-WILLIAMS	948.70	407461	
AT&T	1,341.50	407463	
STAR GRAPHICS SHARP	522.75	407466	
WASTE MGT. GOLDEN TRIANGLE, INC.	133.89	407482	
WORTH HYDROCHEM	327.00	407485	
CDW COMPUTER CENTERS, INC.	271.93	407496	
UNIVAR USA, INC.	291.92	407502	
LOWE'S HOME CENTERS, INC.	31.30	407524	
LONE STAR UNIFORMS, INC.	2,088.30	407526	
TEXAS GAS SERVICE	512.76	407531	
ACT PIPE AND SUPPLY	186.80	407569	
FIRETROL PROTECTION SYSTEMS, INC.	1,878.00	407570	
WORLD FUEL SERVICES	216.60	407577	
FIVE STAR CORRECTIONAL SERVICE	17,330.26	407583	
EPIC CARD SERVICES LLC	328.00	407606	
TROOP INDUSTRIAL	93.41	407608	
CONMED INC	56,354.72	407613	
MATERA PAPER COMPANY INC	4,092.50	407618	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	407635	
			101,923.60*
JUVENILE PROBATION DEPT.			
FED EX	48.16	407402	
LARONDA TURNER	52.90	407442	
STAR GRAPHICS SHARP	91.06	407466	
UNITED STATES POSTAL SERVICE	14.05	407516	
SHANNA CITIZEN	83.95	407527	
LYNN BIERHALTER	40.88	407548	
			331.00*
JUVENILE DETENTION HOME			
HYDRO-CLEAN SERVICES, INC.	560.00	407420	
OAK FARM DAIRY	234.60	407491	
FLOWERS FOODS	115.96	407534	
BEN E KEITH FOODS	2,915.48	407535	
EXCEL MEDICAL WASTE LLC	162.80	407649	
			3,988.84*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	341.04	407423	
MANNINGS SCHOOL SUPPLY	85.97	407429	
OFFICE DEPOT	51.14	407441	
UNITED STATES POSTAL SERVICE	58.68	407516	
LEXISNEXIS- ACCURINT	120.00	407578	
			656.83*
CONSTABLE-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	120.00	407578	120.00*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	424.19	407423	
AT&T	36.90	407463	461.09*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	457.85	407423	
STAR GRAPHICS SHARP	30.12	407466	
UNITED STATES POSTAL SERVICE	19.67	407516	
LEXISNEXIS- ACCURINT	120.00	407578	627.64*
CONSTABLE PCT. 7			
CASH ADVANCE ACCOUNT	341.04	407423	
LEXISNEXIS- ACCURINT	120.00	407578	461.04*
CONSTABLE PCT. 8			
OFFICE DEPOT	45.44	407441	
LEXISNEXIS- ACCURINT	120.00	407578	165.44*
AGRICULTURE EXTENSION SVC			
STAR GRAPHICS SHARP	60.94	407466	
TEXAS 4-H & YOUTH DEVELOPMENT	255.00	407542	
TEXAS 4-H & YOUTH DEVELOPMENT	52.00	407543	
BARBARA EVANS	252.89	407568	
EMILEE BEAN	25.00	407621	645.83*
HEALTH AND WELFARE NO. 1			
STAR GRAPHICS SHARP	60.94	407466	
UNITED STATES POSTAL SERVICE	56.29	407516	
LEXISNEXIS- ACCURINT	120.00	407578	237.23*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	407393	
O.W. COLLINS APARTMENTS	313.68	407397	
ENTERGY	146.57	407416	
LEVINGSTON FUNERAL HOME	1,500.00	407426	
STAR GRAPHICS SHARP	73.37	407466	
TEXAS GAS SERVICE	62.31	407532	
LEXISNEXIS- ACCURINT	120.00	407578	2,255.93*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	464.89	407448	
STAR GRAPHICS SHARP	30.12	407466	
SIERRA SPRING WATER CO. - BT	16.19	407518	
EXCEL MEDICAL WASTE LLC	81.40	407649	592.60*
CHILD WELFARE UNIT			
J.C. PENNEY'S	243.93	407522	
SEARS COMMERCIAL CREDIT	839.11	407523	
TYMIR WILSON PAYEE	20.00	407550	
CHUMARI WILSON PAYEE	20.00	407551	
TAYLOR SAVOY PAYEE	20.00	407555	
TYLER SAVOY PAYEE	20.00	407556	
J'LYNN HENDRIX	20.00	407574	
JAYLISHA ARDOIN	20.00	407584	
DIAMOND DELFIERRO PAYEE	20.00	407592	
KRISTIN SIMONS PAYEE	20.00	407598	
ANTHONY DISOMBA PAYEE	20.00	407599	
CONNOR BELDEN	20.00	407600	
WILLIAM GILBERT	20.00	407601	
ALYJAH HALEY	50.00	407603	
LAFRONIA BATISTE	20.00	407607	
ROBIN FRANK PAYEE	20.00	407610	

NAME	AMOUNT	CHECK NO.	TOTAL
ARIANNA HALEY	20.00	407614	
QUINN DIXON PAYEE	20.00	407615	
MAKAYLEE ANDERSON	20.00	407619	
ABBIE BLANDFORD	20.00	407625	
ASHANTI M MCCRAY	20.00	407629	
FATIMA ZAVALA	20.00	407630	
AAYARRII CEASAR	20.00	407631	
ALEXIS GRIFFIN	15.00	407632	
TRELIN FARR	40.00	407633	
TYRUS SMITH PAYEE	15.00	407634	
SKYLAR DANIELS PAYEE	20.00	407643	
DONALD ORCHID	50.00	407644	
AALIYAH J EMERSON	20.00	407648	
KYLIE HUGHES	15.00	407654	
KHLOE DRODDY	20.00	407655	
JOHN PINKNEY 3RD	15.00	407656	
IRIS M MENDOZA	20.00	407657	
CORBIN HALL FC	30.00	407658	
BRIANNAH GRIFFIN-PRATT FC	15.00	407659	
INDIGENT MEDICAL SERVICES			1,808.04*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	407562	
KING'S PHARMACY BEAUMONT	120.67	407604	
EMERGENCY MANAGEMENT			3,893.67*
VERIZON WIRELESS	150.00	407511	
MAINTENANCE-BEAUMONT			150.00*
AAA LOCK & SAFE	90.40	407366	
MARK'S PLUMBING PARTS	608.24	407369	
CITY OF BEAUMONT - LANDFILL	44.00	407382	
CINTAS, INC.	233.48	407390	
COBURN'S, BEAUMONT BOWIE (1)	8.89	407396	
W.W. GRAINGER, INC.	297.87	407408	
KOMMERCIAL KITCHENS	14,469.00	407425	
M&D SUPPLY	111.32	407428	
RALPH'S INDUSTRIAL ELECTRONICS	247.68	407455	
SANITARY SUPPLY, INC.	6,885.78	407456	
ACE IMAGEWEAR	346.08	407460	
STAR GRAPHICS SHARP	30.12	407466	
TRANSLOGIC CORPORATION	2,227.97	407478	
WHOLESALE ELECTRIC SUPPLY CO.	231.57	407484	
WORTH HYDROCHEM	250.00	407485	
ZEE MEDICAL SERVICE	299.00	407486	
FIRETROL PROTECTION SYSTEMS, INC.	456.00	407570	
ATTABOY TERMITE & PEST CONTROL	477.54	407576	
NEDERLAND FRAME SHOP	615.00	407582	
MAINTENANCE-PORT ARTHUR			27,929.94*
GUARDIAN FORCE	108.00	407373	
ENTERGY	3,857.60	407411	
NOACK LOCKSMITH	4.50	407438	
ROMERO GLASS CO.	434.50	407454	
SANITARY SUPPLY, INC.	1,043.24	407456	
STAR GRAPHICS SHARP	61.90	407466	
SOLAR	41.34	407521	
PARKER LUMBER	512.45	407585	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	175.35	407647	
MAINTENANCE-MID COUNTY			6,238.88*
ENTERGY	2,261.40	407411	
SANITARY SUPPLY, INC.	213.00	407456	
ACE IMAGEWEAR	28.51	407460	
STAR GRAPHICS SHARP	31.78	407466	
US FLAG & FLAGPOLE SUPPLY	200.00	407488	
SERVICE CENTER			2,734.69*

NAME	AMOUNT	CHECK NO.	TOTAL
ACTION AUTO GLASS	244.70	407376	
M&D SUPPLY	53.97	407428	
PHILPOTT MOTORS, INC.	193.98	407447	
RALPH'S INDUSTRIAL ELECTRONICS	222.15	407455	
AT&T	59.62	407463	
STAR GRAPHICS SHARP	30.12	407466	
TRI-CON, INC.	9,110.03	407480	
JEFFERSON CTY. TAX OFFICE	7.50	407506	
JEFFERSON CTY. TAX OFFICE	7.50	407507	
JEFFERSON CTY. TAX OFFICE	7.50	407508	
JEFFERSON CTY. TAX OFFICE	7.50	407509	
JEFFERSON CTY. TAX OFFICE	7.50	407510	
VOYAGER FLEET SYSTEM, INC.	25,159.04	407533	
BUMPER TO BUMPER	9.88	407537	
SAM'S CLUB DIRECT	359.64	407609	35,480.63*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	407466	74.49*
			328,390.62**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	19.69	407379	
ENERGY	476.39	407411	
MUNRO'S	101.70	407436	
STAR GRAPHICS SHARP	30.12	407466	
FASTENAL	144.00	407495	
TEXAS AGRILIFE EXTENSION SERVICE	45.00	407563	
JEFFERSON COUNTY CREDIT CARDS	52.00	407586	
AERO PERFORMANCE	268.15	407626	
ONSITE AVIONICS LLC	120.00	407638	1,257.05**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	1,247.84	407423	
ALCOHOL TESTING ALLIANCE	370.00	407529	
ALDINGER COMPANY	137.50	407616	1,755.34**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	407466	31.78**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	162.63	407538	162.63**
EMPG GRANT			
SOUTHEAST TEXAS WATER	46.70	407462	
VERIZON WIRELESS	180.51	407511	
JEFFERSON COUNTY CREDIT CARDS	1,658.76	407586	1,885.97**
GRT N MENTAL HEALTH SVCS			
OFFICE DEPOT	336.78	407441	
CORNELL CORRECTIONS OF TEXAS	1,184.88	407627	1,521.66**
JUVENILE TJPC-A-2014-123			
BI INCORPORATED	1,855.92	407500	
SAN MARCOS FAMILY MEDICINE PA	284.46	407554	
TJJD	300.00	407605	
GRAYSON COUNTY DEPT OF JUVENILE	103.00	407645	2,543.38**
JUVENILE PROB & DET. FUND			
GLEN MILLS SCHOOLS	139.86	407433	
PEGASUS SCHOOL	8,886.60	407443	
HAYS COUNTY	105.00	407487	
GRAYSON COUNTY DEPT OF JUVENILE	3,090.00	407645	12,221.46**
COMMUNITY SUPERVISION FND			

NAME	AMOUNT	CHECK NO.	TOTAL
TDCJ - CASHIER'S OFFICE	75.00	407389	
JEFFERSON CTY. COMMUNITY SUP.	2,165.68	407421	
OFFICE DEPOT	366.64	407441	
TIME WARNER COMMUNICATIONS	82.58	407474	
ANGELA DUGAY	235.75	407498	
UNITED STATES POSTAL SERVICE	119.87	407516	
LEXISNEXIS- ACCURINT	120.00	407578	
JCCSC	763.00	407589	
TEXAS A&M UNIVERSITY - COMMERCE	100.00	407653	
JEFF. CO. WOMEN'S CENTER			4,028.52**
LUBE SHOP	41.24	407427	
KIM MCKINNEY, LPC, LMFT	225.00	407431	
STAR GRAPHICS SHARP	31.78	407466	
SYSCO FOOD SERVICES, INC.	702.84	407472	
WASTE MGT. GOLDEN TRIANGLE, INC.	88.28	407482	
TOWER COMMUNICATIONS, INC.	60.00	407513	
SAM'S CLUB DIRECT	78.42	407609	
COMMUNITY CORRECTIONS PRG			1,227.56**
STAR GRAPHICS SHARP	47.38	407466	
DRUG DIVERSION PROGRAM			47.38**
STAR GRAPHICS SHARP	47.38	407466	
LAW OFFICER TRAINING GRT			47.38**
WALMART COMMUNITY BRC	73.26	407514	
DRUG INTERVENTION COURT			73.26**
LAND MANOR, INC.	296.00	407497	
COUNTY RECORDS MANAGEMENT			296.00**
JAN GIROUARD & ASSOCIATES	213.36	407407	
UNITED STATES POSTAL SERVICE	.81	407516	
PCM-G	296.02	407573	
CHEEK H2O & SEWER PHASE 4			510.19**
ACTION CIVIL ENGINEERS PLLC	1,700.00	407639	
ACTION CIVIL ENGINEERS PLLC	2,000.00	407640	
DEPUTY SHERIFF EDUCATION			3,700.00**
CLASSEN BUCK SEMINAR INC	160.00	407490	
ALERT	425.00	407650	
HOTEL OCCUPANCY TAX FUND			585.00**
M&D SUPPLY	52.29	407428	
MUNRO'S	79.00	407436	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	407482	
JESSIE DAVIS	166.18	407566	
DISTRICT CLK RECORDS MGMT			378.65**
STAR GRAPHICS SHARP	86.50	407466	
CAPITAL PROJECTS FUND			86.50**
JEFFERSON COUNTY CREDIT CARDS	149.25	407586	
KEITH LAKE FISH PASS			149.25**
SHIRLEY & SONS CONSTRUCTION CO, INC	140,706.19	407520	
AIRPORT FUND			140,706.19**

NAME	AMOUNT	CHECK NO.	TOTAL
AAAE / DEPT.	1,710.00	407367	
A&J ENGINE SERVICE	3,817.26	407368	
ACE GLASS & MIRROR, INC.	402.50	407371	
TEEX	3,150.00	407380	
COASTAL WELDING SUPPLY	94.50	407395	
THE EXAMINER	200.00	407400	
ENTERGY	1,241.64	407412	
ENTERGY	17.56	407413	
ENTERGY	2,273.25	407414	
ENTERGY	7,797.56	407415	
CASH ADVANCE ACCOUNT	2,365.44	407423	
RITTER @ HOME	177.40	407453	
AT&T	578.02	407463	
STAR GRAPHICS SHARP	72.83	407466	
TEXAS COMMISSION ON FIRE	85.00	407477	
DALLAS / FORT WORTH INTERNATIONAL	2,000.00	407501	
E. SULLIVAN ADVERTISING & DESIGN	12,642.36	407504	
UNITED STATES POSTAL SERVICE	6.09	407516	
LOWE'S HOME CENTERS, INC.	57.80	407524	
DISH NETWORK	92.62	407557	
JEFFERSON COUNTY CREDIT CARDS	1,254.43	407586	
EASTERN AVIATION FUELS INC	35,972.78	407641	
			76,009.04**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	102,433.85	407587	
GROUP ADMINISTRATIVE CONCEPTS INC	732.00	407588	
			103,165.85**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	2,000.00	407536	
			2,000.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,833.57	407540	
TRISTAR RISK MANAGEMENT	3,773.00	407541	
			14,606.57**
D.A.'S FORFEITURED FUNDS			
PCM-G	1,095.00	407573	
			1,095.00**
PAYROLL FUND			
JEFFERSON CTY. TREASURER - PAYROLL	6,192.24	407363	
JEFFERSON CTY. TREASURER - PAYROLL	3,968.69	407364	
JEFFERSON CTY. TREASURER - TCDRS	2,489.50	407365	
			12,650.43**
GUARDIANSHIP FEE			
ANITA F. PROVO	200.00	407451	
			200.00**
CNTY & DIST COURT TECH FD			
PCM-G	197.65	407573	
			197.65**
MARINE DIVISION			
ENTERGY	387.61	407411	
JACK BROOKS REGIONAL AIRPORT	134.19	407422	
AT&T	79.18	407463	
VERIZON WIRELESS	531.86	407512	
			1,132.84**
			728,204.22***



AGENDA ITEM

May 18, 2015

Consider, possibly approve and authorize the County Judge to execute a First Amendment to the RV Park Management Agreement between Jefferson County and I-10 R.V.L.L.C.

AMENDED

Approved by the Board of Commissioners
This 18th day of May, 2015
at the County Seat of Jefferson County, Texas

County Judge

RECEIVED MAY 11 2015

MOORE LANDREY, L.L.P.

ATTORNEYS AT LAW

905 ORLEANS STREET • BEAUMONT, TEXAS 77701

PHONE 409-835-3891 • FAX 409-835-2707

www.moorelandrey.com

JON B. BURMEISTER^{1,2}
 KERWIN B. STONE
 TOMMY L. YEATES^{2,3}
 DAN DUCOTE, JR.²
 SCOT E. SHELDON
 HEATHER L. BLACKWELL
 RAY M. MOORE†
 FLOYD A. LANDREY†

BOARD CERTIFIED BY THE
 TEXAS BOARD OF
 LEGAL SPECIALIZATION:

¹ Civil Appellate Law
¹ Civil Trial Law
¹ Personal Injury Trial Law
 † RETIRED

May 11, 2015

Mr. Fred Jackson Via Fax 839 2311
 Office of the Jefferson County Judge
 1001 Pearl Street
 Beaumont, Texas 77701

RE: First Amendment to RV Park Management Agreement

Dear Fred:

Attached is our draft of a First Amendment to RV Park Management Agreement. As you may recall, we represent I-10 R.V., L.L.C., the Lessee under the Original Agreement dated June 19, 2000. This First Amendment is to confirm the changes which, I understand, have been recently negotiated between Jefferson County and I-10 R.V., L.L.C. If you have any questions or desire any changes, please let me know. Otherwise, we look forward to the execution of this First Amendment and the continuation of a mutually beneficial arrangement for management of the RV Park.

Thank you.

Yours truly,

MOORE LANDREY, L.L.P.



Kerwin B. Stone
 Email: kstone@moorelandrey.com

KBS/sjm

Enclosure

FIRST AMENDMENT TO RV PARK MANAGEMENT AGREEMENT

This First Amendment to RV Park Management Agreement is dated the ___ day of _____, 2015, by and between Jefferson County, Texas (the "COUNTY"), and I-10 R.V., L.L.C. (Attention: Don McGregor), whose current address is 13322 Alchester Lane, Houston, Texas 77079 ("I-10 R.V."):

WHEREAS, the COUNTY and I-10 R.V. heretofore entered into one certain RV Park Management Agreement dated June 19, 2000 relating to the construction, maintenance, and operation of an RV Park located at the Southeast Texas Entertainment Complex in Jefferson County, Texas (the "Original Agreement"); and

WHEREAS, the beginning date of the Original Agreement was heretofore designated by the COUNTY as being February 1, 2002, per Paragraph 4(a) of the Original Agreement; and

WHEREAS, I-10 R.V. is currently in the first 5-year Extended Term of the Original Agreement; and

WHEREAS, the COUNTY and I-10 R.V. have been engaged in negotiations over the repairs to and maintenance of the RV Park, and over the revenues payable to the COUNTY in the future; and

WHEREAS, the COUNTY and I-10 R.V. have agreed to certain changes to the Original Agreement, which changes will inure to the benefit of both parties;

NOW, THEREFORE, the RV Park Management Agreement dated June 19, 2000 is hereby amended as follows:

1. This First Amendment to RV Park Management Agreement shall become effective upon the execution of this First Amendment by both parties and the return of a fully executed First Amendment to each party.

2. At the time this First Amendment becomes effective, the following shall occur: I-10 R.V. will assume responsibility for all maintenance, including repairs or replacement as necessary, of the infrastructure (including utilities) of the RV Park, which responsibility was previously that of the COUNTY under Paragraph 2(b) of the Original Agreement. I-10 R.V., rather than the COUNTY, will have sole discretion over what repairs to the infrastructure are required. The Percentage Fees payable to the COUNTY under Paragraph 2(a) of the Original Agreement shall remain the same until the end of all option periods under the Original Agreement. At the end of the second 5-year option period granted under Paragraph 4(b) of the Original Agreement, I-10 R.V. shall have the right and option to extend the term of the Original Agreement for one additional 10-year option period, exercisable by I-10 R.V. in the same manner provided in the Original Agreement for exercise of the two 5-year option periods. During the additional 10-year option period, the Percentage Fee payable to

the COUNTY under Paragraph 2(a) of the Original Agreement shall be increased to 12.5% of gross rental revenues up to \$500,000.00 per fiscal year, and 25% of all gross rental revenues over \$500,000.00 per fiscal year; the percentages of gross sale revenues payable to the COUNTY from the convenience store, game room and vending machines remain as stated in the Original Agreement.

3. Paragraph 9 of the Original Agreement is hereby changed to reflect that notices to I-10 R.V. shall go to Don McGregor, Hospitality Group, Inc., 13322 Alchester Lane, Houston, Texas 77079 with a copy to Ray M. Moore, 1242 Pine Shadows Drive, Sour Lake, Texas 77659.

4. Except as revised hereinabove, the terms of the June 19, 2000 RV Park Management Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been duly executed by the parties hereto as of the day and year first above written.

JEFFERSON COUNTY, TEXAS

By: _____
Jeff Branick
Jefferson County Judge

I-10 R.V., L.L.C.

By: _____
Signature

Printed Name

Title: _____

**AGENDA ITEM****May 18, 2015**

Consider, possibly approve and authorize the County Judge to execute a Subscriber Agreement between Jefferson County, Texas and GlobalSign, Inc. for an SSL Certificate to secure the County website and e-file server.

GlobalSign Subscriber Agreement Acceptance Form



Contract Signer's Warranty

By signing this Subscriber Agreement Acceptance Form, the Contract Signer acknowledges that s/he has the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of the company's website, and that the Applicant is responsible for all uses of its EV Certificate.

By signing this Subscriber Agreement Acceptance Form on behalf of Subscriber, the Contract Signer represents that the Contract Signer:

- (I) is acting as an authorized representative of the Subscriber; and
- (II) is expressly authorized by the Subscriber to sign Subscriber Agreements and approve EV Certificate requests on the Subscriber's behalf; and
- (III) has confirmed the Subscriber's right to use the domain(s) to be included in EV Certificates.

Pre-authorization of the Certificate Approver

Name of the Certificate Approver:

By signing this Subscriber Agreement Acceptance Form, the Contract Signer confirms that the Certificate Approver is expressly authorized by the Subscriber to do the following, as of the date of this Subscriber Agreement Acceptance Form (this will be referred to as the "EV Authority"):

- (I) Submit, and, if applicable, authorize a Certificate Requester to submit, the EV Certificate Request on behalf of the Applicant; and
- (II) Provide, and, if applicable, authorize a Certificate Requester to provide, the information requested from the Applicant by the CA for issuance of the EV Certificate; and
- (III) Approve EV Certificate Requests submitted by a Certificate Requester.

When approving orders for certificates the Certificate Approver will be authenticated by use of a suitable challenge response such as, logging into an account with the username and password or contacting the Certificate Approver by phone or mail at a verified phone number or address for the Applicant and obtaining oral or written confirmation that the Certificate Approver has reviewed and approved the EV Certificate Request.

The Contract Signer confirms that the Certificate Approver has EV Authority until this authority is revoked by the Subscriber.

If the EV Authority is revoked, the Subscriber must notify GlobalSign in writing through any of our International offices immediately. Our International offices are listed on <http://www.globalsign.com/company/contact.htm>.

The Contract Signer represents that

- (I) upon execution of this Subscriber Agreement Acceptance Form, the Applicant will be bound by all of its terms and conditions;
- (II) by signing the Subscriber Agreement Acceptance Form, GlobalSign and the Applicant are entering into a legally valid and enforceable Subscriber Agreement that creates extensive obligations on Applicant,
- (III) an EV Certificate serves as a form of digital identity for Applicant,
- (IV) there are serious consequences attached to the misuse of an EV Certificate, and
- (V) the loss or misuse of this identity can result in great harm to the Applicant.

The Contract Signer confirms that the Applicant is obligated for all EV Certificates issued at the request of, or approved by the Certificate Approver.

Signing on behalf of the Subscriber: **Jefferson County**

Name	Jeff Branick	Title	County Judge
Signature		Date	

GlobalSign Subscriber Agreement Acceptance Form



GlobalSign Subscriber Agreement – Digital Certificates and Services - Version 3.1

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE DIGITAL CERTIFICATE ISSUED TO YOU OR YOUR ORGANIZATION. BY APPLYING FOR A DIGITAL CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY CANCEL THE ORDER WITHIN 7 DAYS OF THE APPLICATION FOR A FULL REFUND. IF YOU HAVE PROBLEMS UNDERSTANDING THIS AGREEMENT, E-MAIL US AT legal@globalsign.com

This GlobalSign Subscriber Agreement ("Agreement") is effective as of the date of the application for the Extended SSL Digital Certificate (the "Effective Date") between GMO GlobalSign Inc. ("GlobalSign"), and the applicant receiving the Digital Certificate ("Subscriber").

("Subscriber")	("GlobalSign")
Company Name: Jefferson County	GMO GlobalSign Inc.
Address: 1149 Pearl St	2 International Drive, Suite 150 Portsmouth, NH 03801
Name: Jeff Branick	Steven Waite, CEO

The **GlobalSign Subscriber Agreement - Digital Certificates and Services - Version 3.1** found on the GlobalSign repository at <https://www.globalsign.com/repository> is incorporated by reference in its entirety. The following is an outline of the Subscriber Agreement sections provided for your reference.

- 1.0 Definitions and Incorporation by Reference
- 2.0 Authority to Use Certificates
 - 2.1 Grant of Authority
 - 2.2 Limitations on Authority
- 3.0 Services Provided by GlobalSign
 - 3.1 Provision of Certificate Revocation Lists (CRL), Online Certificate Status Protocol (OCSP) Services and Certificate Issuing Authority Details
 - 3.2 Revocation Services for Certificates
 - 3.3 Key Generation
 - 3.4 Site Seal Services for SSL/TLS Certificates and OCSP/CRL Responses
 - 3.5 Timestamping Services for Code Signing Certificate
 - 3.6 Timestamping Services for PDF Signing for Adobe CDS Certificate
- 4.0 Subscriber's Obligations and Warranties
 - 4.1 Accuracy of Information
 - 4.2 Protection of Private Key
 - 4.4 Acceptance of Certificate
 - 4.5 Use of Certificate
 - 4.6 Reporting and Revocation
 - 4.7 Termination of Use of Certificate
 - 4.8 Responsiveness
 - 4.9 Acknowledgement and Acceptance
 - 4.10 Exclusive Domain Control for SSL/TLS Digital Certificate
 - 4.11 Exclusive e-mail Control for PersonalSign Digital Certificate
 - 4.12 Key Generation and Usage
 - 4.13 NAESB Obligations
- 5.0 Permission to Publish Information
- 6.0 GlobalSign Limited Warranty
- 7.0 Term and Termination
- 8.0 Effect of Termination
- 9.0 Miscellaneous Provisions
 - 9.1 Governing Laws
 - 9.2 Binding Effect
 - 9.3 Entire Agreement
 - 9.4 Severability
 - 9.5 Notices
 - 9.6 Permission to utilize third party databases
 - 9.7 Trade Names, Logos
- 10.0 Customer Support



BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
FAX (409) 784-5893

CORY J. H. CRENSHAW
First Assistant

ASHLEY CHASE
Criminal Chief

WAYLN THOMPSON
Appellate Chief

GARY REAVES
Public Integrity

PAT KNAUTH
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEUX
Chief Investigator

May 11, 2015

GMO GlobalSign, Inc.

Re: GlobalSign Subscriber Agreement with Jefferson County, Texas

Sirs,

I am writing, pursuant to your requirements of subscriber agreement referenced above, to verify:

1. I am the Chief Counsel for the Civil Division of the Jefferson County District Attorneys' Office;
2. Our address for the County Judge is P.O. box 4025, Beaumont, TX 77704;
3. Jefferson County does have an active and current account with a regulated financial institution, Wells Fargo;
4. Jefferson County has exclusive rights to use the domains www.co.jefferson.tx.us, efile.co.jefferson.tx.us, efile-state.co.jefferson.tx.us, efile-test.co.jefferson.tx.us and mail.co.jefferson.tx.us for business purposes.

Should you require more, please contact me.

A handwritten signature in blue ink that reads "Kathleen M. Kennedy". The signature is fluid and cursive.

Kathleen M. Kennedy
State Bar No. 00798314

Fred L. Jackson

Attorney to County Judge
Jefferson County, Texas
P.O. Box 4025
Beaumont, TX 77704
(409) 835-8466
Fax: (409) 839-2311
fjackson@co.jefferson.tx.us

From: Jeff Ross [mailto:ross@co.jefferson.tx.us]
Sent: Friday, May 08, 2015 7:43 AM
To: 'Fred Jackson'
Subject: RE: Extended Validation (EV) SSL Certificate Agreement

Yes, it was previously budgeted to come out of the records management fund and/or a portion from our budget if necessary. No problem there.



Jeff Ross
Asst. Director of MIS
1149 Pearl Street, Suite 600
Beaumont, TX 77701
409.835.8447

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited.

From: Fred Jackson [mailto:fjackson@co.jefferson.tx.us]
Sent: Friday, May 08, 2015 7:33 AM
To: 'Jeff Ross'
Subject: RE: Extended Validation (EV) SSL Certificate Agreement

And, have you already budgeted for this?

GlobalSign Subscriber Agreement Acceptance Form



GlobalSign Subscriber Agreement - Digital Certificates and Services - Version 3.1

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE DIGITAL CERTIFICATE ISSUED TO YOU OR YOUR ORGANIZATION. BY APPLYING FOR A DIGITAL CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY CANCEL THE ORDER WITHIN 7 DAYS OF THE APPLICATION FOR A FULL REFUND. IF YOU HAVE PROBLEMS UNDERSTANDING THIS AGREEMENT, E-MAIL US AT legal@globalsign.com

This GlobalSign Subscriber Agreement ("Agreement") is effective as of the date of the application for the Extended SSL Digital Certificate (the "Effective Date") between GMO GlobalSign Inc. ("GlobalSign"), and the applicant receiving the Digital Certificate ("Subscriber").

("Subscriber") Company Name: Jefferson County	("GlobalSign") GMO GlobalSign Inc.
Address: 1149 Pearl St	2 International Drive, Suite 150 Portsmouth, NH 03801
Name: Jeff Branick	Steven Walte, CEO

The **GlobalSign Subscriber Agreement - Digital Certificates and Services - Version 3.1** found on the GlobalSign repository at <https://www.globalsign.com/repository> is incorporated by reference in its entirety. The following is an outline of the Subscriber Agreement sections provided for your reference.

- 1.0 Definitions and Incorporation by Reference
- 2.0 Authority to Use Certificates
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 - 3.3 Key Generation
 - 3.4 Site Seal Services for SSL/TLS Certificates and OCSP/CRL Responses
 - 3.5 Timestamping Services for Code Signing Certificate
 - 3.6 Timestamping Services for PDF Signing for Adobe CDS Certificate
- 4.0 Subscriber's Obligations and Warranties
 - 4.1 Accuracy of Information
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 - 4.11 Exclusive e-mail Control for PersonalSign Digital Certificate
 - 4.12 Key Generation and Usage
 - 4.13 NAESB Obligations
- 5.0 Permission to Publish Information
- 6.0 GlobalSign Limited Warranty
- 7.0 Term and Termination
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- 9.0 Miscellaneous Provisions
 - 9.1 Governing Laws
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 - 9.3 Entire Agreement
 - 9.4 Severability
 - 9.5 Notices
 - 9.6 Permission to utilize third party databases
 - 9.7 Trade Names, Logos
- 10.0 Customer Support

GlobalSign Subscriber Agreement Acceptance Form



Contract Signer's Warranty

By signing this Subscriber Agreement Acceptance Form, the Contract Signer acknowledges that s/he has the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of the company's website, and that the Applicant is responsible for all uses of its EV Certificate.

By signing this Subscriber Agreement Acceptance Form on behalf of Subscriber, the Contract Signer represents that the Contract Signer:

- (I) is acting as an authorized representative of the Subscriber; and
- (II) is expressly authorized by the Subscriber to sign Subscriber Agreements and approve EV Certificate requests on the Subscriber's behalf; and
- (III) has confirmed the Subscriber's right to use the domain(s) to be included in EV Certificates.

Pre-authorization of the Certificate Approver

Name of the Certificate Approver:

By signing this Subscriber Agreement Acceptance Form, the Contract Signer confirms that the Certificate Approver is expressly authorized by the Subscriber to do the following, as of the date of this Subscriber Agreement Acceptance Form (this will be referred to as the "EV Authority"):

- (I) Submit, and, if applicable, authorize a Certificate Requester to submit, the EV Certificate Request on behalf of the Applicant; and
- (II) Provide, and, if applicable, authorize a Certificate Requester to provide, the information requested from the Applicant by the CA for issuance of the EV Certificate; and
- (III) Approve EV Certificate Requests submitted by a Certificate Requester.

When approving orders for certificates the Certificate Approver will be authenticated by use of a suitable challenge response such as, logging into an account with the username and password or contacting the Certificate Approver by phone or mail at a verified phone number or address for the Applicant and obtaining oral or written confirmation that the Certificate Approver has reviewed and approved the EV Certificate Request.

The Contract Signer confirms that the Certificate Approver has EV Authority until this authority is revoked by the Subscriber.

If the EV Authority is revoked, the Subscriber must notify GlobalSign in writing through any of our International offices immediately. Our International offices are listed on <http://www.globalsign.com/company/contact.htm>.

The Contract Signer represents that

- (I) upon execution of this Subscriber Agreement Acceptance Form, the Applicant will be bound by all of its terms and conditions;
- (II) by signing the Subscriber Agreement Acceptance Form, GlobalSign and the Applicant are entering into a legally valid and enforceable Subscriber Agreement that creates extensive obligations on Applicant,
- (III) an EV Certificate serves as a form of digital identity for Applicant,
- (IV) there are serious consequences attached to the misuse of an EV Certificate, and
- (V) the loss or misuse of this identity can result in great harm to the Applicant.

The Contract Signer confirms that the Applicant is obligated for all EV Certificates issued at the request of, or approved by the Certificate Approver.

Signing on behalf of the Subscriber: **Jefferson County**

Name Jeff Branick	Title County Judge
Signature	Date

GlobalSign Subscriber Agreement - Version 3.3

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE CERTIFICATE ISSUED TO YOU OR YOUR ORGANIZATION. BY APPLYING FOR A CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY CANCEL THE ORDER WITHIN SEVEN (7) DAYS OF THE AVAILABILITY OF THE CERTIFICATE FOR A FULL REFUND. IF YOU HAVE PROBLEMS UNDERSTANDING THIS AGREEMENT, E-MAIL US AT legal@globalsign.com

This GlobalSign Subscriber Agreement (the "Agreement") between GlobalSign and the Applicant or Subscriber is effective as of the date of the application for the Certificate (the "Effective Date").

1.0 Definitions and Incorporation by Reference

The following definitions are used throughout this Agreement:

Affiliate: A corporation, partnership, joint venture or other entity controlling, controlled by, or under common control with another entity, or an agency, department, political subdivision, or any entity operating under the direct control of a Government Entity.

Applicant: The natural person or Legal Entity that applies for (or seeks renewal of) a Certificate. Once the Certificate issues, the Legal Entity is referred to as the Subscriber. For Certificates issued to devices, the Applicant is the entity that controls or operates the device named in the Certificate, even if the device is sending the actual Certificate Request.

Application Software Supplier: A supplier of Internet browser software or other Relying Party application software that displays or uses Certificates and incorporates Root Certificates.

Authority Information Access: A Certificate extension that indicates how to access information and services for the issuer of the Certificate in which the extension appears.

CA/Browser Forum: An industry expert group of CA's and Application Software Suppliers. Details are available from www.cabforum.org.

Certificate: An electronic document that uses a Digital Signature to bind a Public Key and an identity.

Certificate Beneficiaries: The Subscriber that is a party to the Subscriber Agreement or Terms of Use for the Certificate, all Application Software Suppliers with whom GlobalSign has entered into a contract for inclusion of its Root Certificate in software distributed by such Application Software Supplier, and all Relying Parties who reasonably rely on a Valid Certificate.

Certificate Custodian: A nominated individual responsible for the lifecycle of the Certificate. This may or may not be the same entity as the Subscriber.

Certificate Request: Communications described in Section 10.2 of the CA/Browser Forum Baseline Requirements for the Issuance of Publicly-Trusted Certificates (the "Baseline Requirements") requesting the issuance of a Certificate.

Certificate Requester: Applicant's representative who has express authority to represent the Applicant, or a third party (such as an ISP or hosting company) that completes and submits Certificate Requests on behalf of the Applicant. Certificate Requesters can be pre-approved via the functionality of a GlobalSign managed service such as MSSL or EPKI.

Certificate Revocation List ("CRL"): A regularly updated timestamped list of revoked Certificates that is created and Digitally Signed by the CA that issued the Certificates.

Certification Authority ("CA"): An organization that is responsible for the creation, issuance, revocation, and management of Certificates. The term applies equally to both Roots CAs and Subordinate CAs. GlobalSign or an entity which is certified by GlobalSign to issue the Certificate to the "Subject". GlobalSign is Applicant's CA hereunder.

Compromise: A violation of a security policy that results in loss of control over sensitive information.

Digital Signature: To encode a message by using an asymmetric cryptosystem and a hash function such that a person having the initial message and the signer's Public Key can accurately determine whether the transformation was created using the Private Key that corresponds to the signer's Public Key and whether the initial message has been altered since the transformation was made. Digitally Signed shall refer to electronic data to which a Digital Signature has been appended.

Domain Name: The label assigned to a node in the Domain Name System.

Domain Name Registrant: Sometimes referred to as the "owner" of a Domain Name, but more properly the person(s) or entity(ies) registered with a Domain Name Registrar as having the right to control how a Domain Name is used, such as the natural person or Legal Entity that is listed as the "Registrant" by WHOIS or the Domain Name Registrar.

Domain Name Registrar: A person or entity that registers Domain Names under the auspices of or by agreement with: (i) the Internet Corporation for Assigned Names and Numbers (ICANN), (ii) a national Domain Name authority/registry, or (iii) a Network Information Center (including their affiliates, contractors, delegates, successors, or assigns).

Domain Name System: An Internet service that translates Domain Names into IP addresses.

Fully-Qualified Domain Name: A Domain Name that includes the labels of all superior nodes in the Internet Domain Name System.

GlobalSign: The GlobalSign entity with which the Subscriber placed an order to purchase the Certificate, either GMO GlobalSign Limited, GMO GlobalSign, Inc., GMO GlobalSign Pte. Ltd, GMO GlobalSign Certificate Services Pvt. Ltd or GMO GlobalSign Russia LLC.

Government Entity: A government-operated legal entity, agency, department, ministry, branch, or similar element of the government of a Country, or political subdivision within such Country (such as a state, province, city, county, etc.).

Key Pair: The Private Key and its associated Public Key.

Legal Entity: An association, corporation, partnership, proprietorship, trust, government entity or other entity with legal standing in a country's legal system.

North American Energy Standards Board ("NAESB") Accreditation Requirements for Authorized Certification Authorities ("NAESB Accreditation Specification"): The technical and management details which a Certification Authority is required to meet in order to be accredited as an Authorized Certification Authority ("ACA") by NAESB.

OneClickSSL™ Plug-In: A software application designed and developed to facilitate the request for and installation of SSL/TLS Certificates whilst demonstrating the control of a domain.

Online Certificate Status Protocol ("OCSP"): An online Certificate-checking protocol that enables Relying Party application software to determine the status of an identified Certificate.

Private Key: The key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create Digital Signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

Public Key: The key of a Key Pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify Digital Signatures

created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

Registration Authority ("RA"): Any Legal Entity that is responsible for identification and authentication of Subjects of Certificates, but is not a CA, and hence does not sign or issue Certificates. An RA may assist in the Certificate application process or revocation process or both. When "RA" is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA.

Relying Party: Any natural person or Legal Entity that relies on a Valid Certificate. An Application Software Supplier is not considered a Relying Party when software distributed by such supplier merely displays information relating to a Certificate.

Root Certificate: The self-signed Certificate issued by the Root CA to identify itself and to facilitate verification of Certificates issued to its Subordinate CAs.

Subject: The natural person, device, system, unit, or Legal Entity identified in a Certificate as the Subject. The Subject is either the Subscriber or a device under the control and operation of the Subscriber.

Subordinate CA: A Certification Authority whose Certificate is signed by the Root CA, or another Subordinate CA.

Subscriber: A natural person or Legal Entity to whom a Certificate is issued and who is legally bound by a Subscriber Agreement or Terms of Use.

Suspect Code: Code that contains malicious functionality or serious vulnerabilities, including spyware, malware and other code that installs without the user's consent and/or resists its own removal, and code that can be exploited in ways not intended by its designers to compromise the trustworthiness of the platforms on which it executes.

Terms of Use: Provisions regarding the safekeeping and acceptable uses of a Certificate issued in accordance with the Baseline Requirements when the Applicant/Subscriber is an Affiliate of the CA.

Wildcard Certificate: A Certificate containing an asterisk (*) in the left-most position of any of the Subject Fully-Qualified Domain Names contained in the Certificate.

The following policies and associated guidelines are incorporated by reference into this Agreement:

- the GlobalSign Certification Practice Statement ("CPS"). The current version of the CPS is located at <http://www.globalsign.com/repository>; and
- the Baseline Requirements.

2.0 Authority to Use Certificates

2.1 Grant of Authority: From the Effective Date and for the term set forth within the validity period of any issued Certificate ("Valid from" date to "Valid to" date), GlobalSign hereby grants to the Subscriber the authority to use the Certificate in conjunction with Private Key and/or Public Key operations. The obligations of the Subscriber in section 4.0 with respect to Private Key protection are applicable from the Effective Date. Effective as of March 30, 2015 (JST), GlobalSign shall not issue an SSL/TLS Certificate with a validity period greater than 39 months whether as an initial issue, re-key, re-issue or otherwise.

2.2 Limitations on Authority: The Subscriber shall use the Certificate only in connection with properly licensed cryptographic software.

3.0 Services Provided by GlobalSign

After acceptance of this Agreement and payment of applicable fees, in addition to the "Grant of Authority", GlobalSign or a third party provider designated by GlobalSign shall provide the following services from the point of issuance of the Certificate.

3.1 Provision of Certificate Revocation Lists (CRL), Online Certificate Status Protocol (OCSP) Services and Certificate Issuing Authority Details: GlobalSign shall use reasonable efforts to compile, aggregate and make electronically available for all Certificates signed and issued by GlobalSign's CA:

- CRLs for any Certificate containing a CRL Certificate distribution point;
- OCSP responders for any Certificates containing an OCSP responder URL, and
- Issuing Certificate information from the Authority Information Access locations; provided, however that GlobalSign shall not be in breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of GlobalSign.

3.2 Revocation Services for Certificates: Revocation of a Subscriber Certificate shall be performed by GlobalSign within twenty-four (24) hours under the following circumstances:

- The Subscriber requests in writing to the GlobalSign entity which provided the Certificate that the Subscriber wishes to revoke the Certificate;
- The Subscriber notifies GlobalSign that the original Certificate Request was not authorized and does not retroactively grant authorization;
- GlobalSign obtains reasonable evidence that the Subscriber's Private Key has been Compromised, no longer complies with the requirements for algorithm type and key size of the Baseline Requirements, or that the Certificate has otherwise been misused;
- GlobalSign receives notice or otherwise becomes aware that the Subscriber violated any of its material obligations under the Subscriber Agreement or Terms of Use;
- GlobalSign is made aware of any circumstance indicating that used of a Fully-Qualified Domain Name or IP address in the Certificate is no longer legally permitted (e.g. a court or arbitrator has revoked a Domain Name Registrant's right to use the Domain Name, a relevant licensing or services agreement between the Domain Name Registrant and the Applicant has terminated, or the Domain Name Registrant has failed to renew the Domain Name);
- GlobalSign is made aware that a Wildcard Certificate has been used to authenticate a fraudulently misleading subordinate Fully-Qualified Domain Name;
- GlobalSign receives notice or otherwise becomes aware of a material change in the information contained in the Certificate;
- GlobalSign is made aware that the Certificate was not issued in accordance with the Baseline Requirements or GlobalSign's CP or this CPS;
- If GlobalSign determines that any of the information appearing in the Certificate is not accurate or is misleading;
- GlobalSign ceases operations for any reason and has not arranged for another CA to provide revocation support for the Certificate;
- GlobalSign's right to issue Certificates under the Baseline Requirements expires or is revoked or terminated, unless GlobalSign has made arrangements to continue maintaining the CRL/OCSP Repository;
- GlobalSign is made aware of a possible Compromise of the Private Key of the Subordinate CA used for issuing the Certificate;
- Revocation is required by GlobalSign's CP and/or CPS; or
- The technical content of format of the Certificate presents an unacceptable risk to Application Software Suppliers or Relying Parties (e.g. the CA/B Forum might

GlobalSign Subscriber Agreement



determine that a deprecated cryptographic/signature algorithm or key size presents an unacceptable risk and that such Certificates should be revoked and replaced by CAs within a given period of time).

- GlobalSign is made aware of the fact that the certificate was used to sign malicious software or “malware”

Revocation of a Subscriber Certificate may also be performed by GlobalSign within twenty-four (24) hours under the following circumstances:

- The Subscriber or organization administrator requests revocation of the Certificate through a GCC account which controls the lifecycle of the Certificate;
- The Subscriber requests revocation of the Certificate via a OneClickSSL revocation workflow process;
- The Subscriber requests revocation through an authenticated request to GlobalSign's support team or GlobalSign's Registration Authority;
- GlobalSign receives notice or otherwise become aware that the Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of GlobalSign's jurisdiction of operation; or
- GlobalSign determines, in its sole discretion, that the continued use of the Certificate may compromise the security, reputation or trust status of the GlobalSign CA or GlobalSign.
- GlobalSign determines the continued use of the Certificate is harmful to the business of GlobalSign or Relying Parties.

When considering whether Certificate usage is harmful to GlobalSign's business, GlobalSign considers, among other things, the following:

- The nature and number of complaints received;
- The identity of the complainant(s);
- Relevant legislation in force; and
- Responses to the alleged harmful use from the Subscriber.

3.3 Key Generation: If Key Pairs are generated by GlobalSign on behalf of the Subscriber offered as PKCS#12 or AutoCSR options, or OneClickSSL plug-in is installed and executed by the Subscriber, GlobalSign will endeavor to use trustworthy systems in order to generate such Key Pairs, in which case, the following terms also apply:

- GlobalSign will generate Key Pairs using a platform recognized as being fit for such purpose and will ensure that Private Keys are encrypted if transported to the Subscriber,
- GlobalSign will use a key length and algorithm which is recognized as being fit for the purpose of Digital Signature, and
- In the case of EV Code Signing Certificates, Subscriber acknowledges that GlobalSign will not generate Key Pairs that are smaller than 2048 bits and will offer SHA2 as an option for the encryption algorithm.

3.4 Site Seal Services for SSL/TLS Certificates and OCSP/CRL Responses:

GlobalSign permits the Applicant to make use of GlobalSign's site seal on the Applicant's web site with a maximum daily rate of five hundred thousand (500,000) impressions per day. GlobalSign reserves the right to limit or stop the availability of the seal if this limit is exceeded.

GlobalSign provides a 24x7 service to check the validity of an issued Certificate either through an OCSP responder or CRL. A maximum daily rate of five hundred thousand (500,000) validations per Certificate per day is set. GlobalSign reserves the right to enforce OCSP stapling if this limit is exceeded.

3.5 Timestamping Services for Code Signing Certificate: GlobalSign offers the ability to timestamp code signed with a Code Signing Certificate as a non-chargeable service provided the service is used reasonably. As a best practice, GlobalSign requests that Subscriber timestamp the digital signature after signing his/her code. GlobalSign establishes a limit of a reasonable number of timestamps for the validity period of the Code Signing Certificate and reserves the right to withdraw the service or charge additional fees for the service where the volume of timestamps is deemed excessive by GlobalSign.

3.6 Timestamping Services for PDF Signing for Adobe CDS Certificate: GlobalSign offers the ability to timestamp Portable Document Format (PDF) documents as a paid GlobalSign service. The number of signatures per year allowed by this service is established during the application process. GlobalSign reserves the right to withdraw the service or charge additional fees for the service where the volume of time stamps is in excess of the agreed limit.

3.7 Timestamping Services for Adobe Authorized Trust List (AATL) Certificate: GlobalSign may offer the ability to timestamp Portable Document Format (PDF) and Microsoft Office documents as a paid GlobalSign service. The number of signatures per year allowed by this service is established during the application process. GlobalSign reserves the right to withdraw the service or charge additional fees for the service where the volume of time stamps is in excess of the agreed limit.

4.0 Subscriber's Obligations and Warranties

Subscribers and/or Applicants warrant for the benefit of GlobalSign and the Certificate Beneficiaries that:

4.1 Accuracy of Information: Subscriber will provide accurate, complete and truthful information at all times to GlobalSign, both in the Certificate Request and as otherwise requested by GlobalSign in connection with issuance of a Certificate, including but not limited to, the application name, information URL and application description in relation to EV Code Signing Certificates.

4.2 Protection of Private Key: Applicant shall take all reasonable measures to maintain sole control of, keep confidential, and properly protect at all times the Private Key to be included in the requested Certificate(s) and any associated activation data or device, e.g. password or token.

4.3 Acceptance of Certificate: Subscriber shall review and verify the Certificate contents for accuracy.

4.4 Use of Certificate: Subscriber shall install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate, and use the Certificate solely in compliance with all applicable laws and solely in accordance with the Subscriber Agreement or Terms of Use; In the event a Certificate is used to sign a PDF, the Subscriber shall maintain information that permits a determination of who approved the signature of a particular document. Under no circumstances must the Certificate be used for criminal activities such as phishing attacks, fraud, certifying or signing malware.

In the case of EV Code Signing Certificates, Subscriber accepts additional obligations and warrants to not knowingly sign software that contains Suspect Code and to use the EV Code Signing Certificate as follows:

- Only to sign code that complies with the requirements set forth in the latest version of the CA/Browser Forum Guidelines for the Issuance and Management of Extended Validation Code Signing Certificates;
- Solely in compliance with all applicable laws;
- Solely for authorized company business; and
- Solely in accordance with this Agreement.

If GlobalSign becomes aware (by whatever means) that it has signed code that contains malicious software or a serious vulnerability, the Signing Authority must immediately inform GlobalSign.

4.5 Reporting and Revocation: Subscriber shall promptly cease use of a Certificate and its associated Private Key, and promptly request GlobalSign to revoke the Certificate, in the event that: (a) any information in the Certificate is, or becomes, incorrect or inaccurate, or (b) there is any actual or suspected misuse or Compromise of the Subscriber's Private Key associated with the Public Key in the Certificate.

4.6 Termination of Use of Certificate: Subscriber shall promptly cease use of Private Key associated with the Public Key in the Certificate upon revocation of that Certificate.

4.7 Responsiveness: Subscriber shall respond to GlobalSign's instructions concerning Compromise or Certificate misuse within forty-eight (48) hours.

4.8 Acknowledgement and Acceptance: Subscriber acknowledges and accepts that GlobalSign is entitled to revoke the Certificate immediately if the Applicant violates the terms of the Subscriber Agreement or Terms of Use or if GlobalSign discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

With respect to EV Code Signing Certificates used in connection with Microsoft services and applications, Subscriber further acknowledges that even though an EV Code Signing Certificate may not be revoked by GlobalSign Microsoft may independently determine that the Certificate is malicious or compromised and modify the Microsoft customer experience in the applicable Microsoft services and applications to reflect Microsoft's determination without notice and without regard to the revocation status of the Certificate.

4.9 Exclusive Domain Control for SSL/TLS Digital Certificate: The Subscriber acknowledges and asserts that s/he has exclusive control of the domain(s) or IP Address listed in the SubjectAltName(s) for which s/he is applying for the SSL/TLS Certificate. Should exclusive control cease for any domain(s), the Subscriber acknowledges that s/he will promptly inform GlobalSign in accordance with the obligations of the 'Reporting and Revocation' section below.

4.10 Exclusive e-mail Control for PersonalSign Digital Certificate: The Subscriber acknowledges and asserts that they have exclusive control of the e-mail address for which they are applying for a PersonalSign Certificate. Should exclusive control cease for any e-mail address(s), the Subscriber acknowledges that they will promptly inform GlobalSign in accordance with the obligations of the 'Reporting and Revocation' section below.

4.11 Key Generation and Usage

Where Key Pairs are generated by the Subscriber or the Certificate Requester, trustworthy systems must be used in order to generate Key Pairs, in which case, the following terms also apply:

- Key Pairs must be generated using a platform recognized as being fit for such purpose. In the case of PDF Signing for Adobe CDS, AATL secure email and document signing, andEV Code Signing, this must be FIPS 140-2 Level 2 compliant,
- A key length and algorithm must be used which is recognized as being fit for the purpose of Digital Signature, and
- The Subscriber shall ensure that the Public Key submitted to the GlobalSign correctly corresponds to the Private Key used.

Where Key Pairs are generated in hardware (as required by the CPS):

- The Subscriber must maintain processes, including, without limitation, changing of activation data, that assure that each Private Key within a hardware security module (HSM) or token can be used only with the knowledge and explicit action of the "Certificate Custodian",
- The Subscriber must ensure that the Certificate Custodian has received security training appropriate for the purposes for which the Certificate is issued, and
- Certificate Custodians undertake to take all reasonable measures necessary to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested Certificate as well as any associated authentication mechanism to access the key - e.g., password to a token or HSM.

4.12 NAESB Obligations

Subscribers for NAESB Certificates acknowledge their understanding of the following obligations of the NAESB Wholesale Electric Quadrant Business Practice Standards WEQ-012 (the "WEQ PKI Standards"):

Subscribers participating in the WEQ PKI Standards shall be required to be registered in the NAESB EIR and furnish proof that they are an entity authorized to engage in the wholesale electricity industry. Entities or organizations that may require access to applications using authentication specified under the WEQ PKI Standards, but do not qualify as a wholesale electricity market participant (e.g., regulatory agencies, universities, consulting firms, etc.) must register.

Registered end entities and the user community they represent shall be required to meet to all end entity obligations in the WEQ PKI Standards.

Each Subscriber organization shall certify to their certification entity that they have reviewed and acknowledge the following WEQ PKI Standards:

- A. Subscriber acknowledges the electric industry's need for secure private electronic communications that facilitate the following purposes:
- Privacy: The assurance to an entity that no one can read a particular piece of data except the receiver(s) explicitly intended;
 - Authentication: The assurance to one entity that another entity is who he/she/it claims to be;
 - Integrity: The assurance to an entity that data has not been altered (intentionally or unintentionally) between "there" and "here," or between "then" and "now"; and
 - Non-Repudiation: A party cannot deny having engaged in the transaction or having sent the electronic message.

GlobalSign Subscriber Agreement



B. Subscriber acknowledges the industry's endorsement of Public Key cryptography which utilizes Certificates to bind a person's or computer system's Public Key to its entity and to support symmetric encryption key exchange.

C. Subscriber has evaluated GlobalSign's CPS in light of those industry standards as identified by GlobalSign.

Subscribers shall be obligated to register their legal business identification and secure an "Entity Code" that will be published in the NAESB EIR and used in all Subscriber applications submitted by, and Certificates issued to, that end entity.

Subscribers shall also be required to comply with the following requirements:

- Protect their Private Keys from access by other parties.
- Identify, through the NAESB EIR, that they have selected GlobalSign to use as their ACA.
- Execute all agreements and contracts with GlobalSign as required by GlobalSign's CPS necessary for GlobalSign to issue Certificates to the end entity for use in securing electronic communications.
- Comply with all obligations required and stipulated by GlobalSign in its CPS, e.g., Certificate application procedures, Applicant identity proofing/verification, and Certificate management practices.
- Confirm that it has a Certificate management program, has trained all affected employees in that program, and has established controls to ensure compliance with that program. This program shall include, but is not limited to:
 - Certificate Private Key security and handling policy(ies)
 - Certificate revocation policy(ies)
- Identify the type of Subscriber (i.e., individual, role, device or application) and provide complete and accurate information for each Certificate Request.

5.0 Permission to Publish Information

The Subscriber agrees that GlobalSign may publish the serial number of the Subscriber's Certificate in connection with GlobalSign dissemination of CRLs and possibly OCSP within and outside the GlobalSign hierarchy.

6.0 GlobalSign Limited Warranty

EXCEPT TO THE EXTENT PROHIBITED BY LAW OR AS OTHERWISE PROVIDED HEREIN, GLOBALSIGN DISCLAIMS ALL WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT GLOBALSIGN HAS ISSUED AND MANAGED THE CERTIFICATE IN ACCORDANCE WITH THE BASELINE REQUIREMENTS AND THE CPS, GLOBALSIGN SHALL NOT BE LIABLE TO THE SUBSCRIBER, RELYING PARTY OR ANY THIRD PARTIES FOR ANY LOSSES SUFFERED AS A RESULT OF USE OR RELIANCE ON SUCH CERTIFICATE. OTHERWISE, GLOBALSIGN'S LIABILITY TO THE SUBSCRIBER, RELYING PARTY OR ANY THIRD PARTIES FOR ANY SUCH LOSSES SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (\$1,000) PER CERTIFICATE; PROVIDED HOWEVER THAT THE LIMITATION SHALL BE TWO THOUSAND DOLLARS (\$2,000) PER CERTIFICATE FOR AN EV CERTIFICATE OR AN EV CODE SIGNING CERTIFICATE.

THIS LIABILITY CAP LIMITS DAMAGES RECOVERABLE OUTSIDE OF THE CONTEXT OF THE GLOBALSIGN WARRANTY POLICY. AMOUNTS PAID UNDER THE WARRANTY POLICY ARE SUBJECT TO THEIR OWN LIABILITY CAPS.

IN NO EVENT SHALL GLOBALSIGN SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF DATA OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, RELIANCE UPON, LICENSE, PERFORMANCE OR NON PERFORMANCE OF CERTIFICATES, DIGITAL SIGNATURES OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED BY THIS CPS.

THIS LIABILITY LIMITATION SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE.

7.0 Term and Termination

This Agreement shall terminate upon the earliest of:

- The expiration date of the Certificate issued to the Subscriber either directly, indirectly or through a MSSL or ePKI service that has not yet expired; or
- Failure by the Subscriber to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from GlobalSign.

8.0 Effect of Termination

Upon termination of this Agreement for any reason, GlobalSign may revoke the Subscriber's Certificate in accordance with GlobalSign procedures. Upon revocation of the Subscriber's Certificate for any reason, all authority granted to the Subscriber pursuant to Section 2 shall terminate. Such termination shall not affect Sections 4, 5, 6, 8 and 9 of this Agreement, which shall continue in full force and effect to the extent necessary to permit the complete fulfillment thereof.

9.0 Miscellaneous Provisions

9.1 Governing Laws

If the contracting party is GMO GlobalSign Limited, this Agreement shall be governed by, construed under and interpreted in accordance with the laws of England and Wales without regard to its conflict of law provisions. Venue shall be in the courts of England.

If the contracting party is GMO GlobalSign, Inc., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of New Hampshire U.S.A. without regard to its conflict of law provisions. Venue shall be in the courts of the New Hampshire State.

If the contracting party is GMO GlobalSign Pte. Ltd., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of Singapore without regard to its conflict of law provisions. Venue shall be in the courts of Singapore.

If the contracting party is GMO GlobalSign Certificate Services Pvt. Ltd, this Agreement shall be governed by, construed under and interpreted in accordance with the laws of India and the related State laws without regard to its conflict of law provisions. Venue shall be in the courts of India.

If the contracting party is GMO GlobalSign Russia LLC, this Agreement shall be governed by, construed under and interpreted in accordance with the law of Russian Federation without regard to its conflict of law provisions. Venue shall be in the courts of Russian Federation.

9.2 Binding Effect

Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. Neither this Agreement nor the Subscriber's rights in the Certificate shall be assignable by the Subscriber. Any such purported assignment or delegation shall be void and of no effect and shall permit GlobalSign to terminate this Agreement.

9.3 Entire Agreement

This Agreement, along with all documents referenced herein, any product or service agreement, and the reseller agreement (if you are a reseller) constitute the entire agreement between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement specifically names Microsoft as an express third-party beneficiary for Code Signing and Extended Validation Code Signing Certificates. Subscriber acknowledges that Microsoft may independently determine that a Certificate is malicious or Compromised, and Microsoft services and applications may have the ability to modify Microsoft customer experiences to reflect Microsoft's determination without notice and without regard to the revocation status of the Certificate.

9.4 Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

9.5 Notices

Whenever Subscriber desires or is required to give any notice, demand, or request to GlobalSign with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to GlobalSign at one of our International offices as listed at <http://www.globalsign.com/company/contact.htm>, Attention: Legal Department. Such communications shall be effective when they are received.

9.6 Permission to utilize third party databases

For natural persons, GlobalSign may validate items such as name, address and other personal information supplied during the application against appropriate third party databases. By entering into this Agreement, the Subscriber consents to such checks being made. In performing these checks, personal information provided by the Subscriber may be disclosed to registered credit reference agencies, which may keep a record of that information. Such check is done only to confirm identity, and as such, a credit check is not performed. The Subscriber's credit rating will not be affected by this process.

If the contracting party is GMO GlobalSign Russia LLC, GlobalSign may, for natural persons, validate items such as name, address and other personal information supplied during the application. By entering into this Agreement, the Subscriber consents to their personal data being processed by GlobalSign in the following ways: collecting, classifying, processing,

GlobalSign Subscriber Agreement



storing, editing, using, depersonalizing, blocking and deleting, as stated by Russian Federal Law FZ-No.152 at 27.07.2006, as well as transferring to third parties in cases established by regulations of the higher authorities and the law.

9.7 Trade Names, Logos

By reason of this Agreement or the performance hereof, Subscriber and GlobalSign shall acquire no rights of any kind in any trademark, brand name, logo or product designation of the other party and shall not make any use of the same for any reason except as otherwise authorized in writing by the party which owns all rights to such trademarks, trade names, logos or product designation.

10.0 Customer Support

The Subscriber must notify GlobalSign through any of our international offices listed on <http://www.globalsign.com/company/contact.htm> immediately if there is an error in the Certificate. If Subscriber fails to do so within seven (7) days from receipt, the Certificate shall be deemed accepted.

GlobalSign shall provide refunds pursuant to its "GlobalSign Refund Policy" published at <http://www.globalsign.com/repository/>

**AGENDA ITEM****May 18, 2015**

Receive and file executed Tolling Agreement Executed between Jefferson County, Texas and the U.S. Army Corps of Engineers regarding the fill material associated with the construction of a breakwater in the Sabine-Neches Waterway.



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON TEXAS 77553-1229

RECEIVED MAY 12 2015

May 8, 2015

Compliance Branch

SUBJECT: **SWG-2001-00135**; Unauthorized Work and Discharge of Fill Material,
Associated with the Construction of Breakwater in Sabine Neches Waterway, Jefferson
County, Texas

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

Honorable Branick:

Attached is your signed copy of the Tolling Agreement regarding SWG-2001-00135.
This Tolling Agreement was executed on April 20, 2015.

If you have any questions concerning this matter, please contact myself at the
letterhead address or by calling 409-766-3995. Please reference file number
SWG-2001-00135 in your correspondence.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alicia Rea".

Alicia Rea
Project Manager, Compliance Branch

Enclosure

TOLLING AGREEMENT

WHEREAS, the United States of America, on behalf of the United States Army Corps of Engineers (Corps) may file a complaint against Jefferson County ("potential defendant(s)") for, inter alia, alleged violations of Sections 404 of the Clean Water Act ("CWA"), 33 U.S.C. Section 1344, and Section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. Section 403, in the Sabine Neches Waterway, Port Arthur, Jefferson County, Texas.

WHEREAS, the purpose of any such complaint would be to obtain appropriate injunctive relief and to impose appropriate civil or criminal penalties for potential defendant'(s) alleged violations of the statute(s) cited above;

WHEREAS, the Corps accepted an after-the-fact (ATF) permit application from the potential defendant(s) in an attempt to settle the above claims;

WHEREAS, both parties believe that their interests will best be served by continuing the ATF permit process without the disruption that might be occasioned should the United States file a complaint in the immediate future;

AND WHEREAS both parties acknowledge the requirement found at 33 C.F.R. 331.11(c) for an applicant for an ATF permit to provide a signed tolling agreement;

APR 16 2015

THEREFORE, the United States and potential defendant(s) stipulate and agree as follows:

1. The United States and potential defendant(s) agree that the time between the acceptance by the Corps of the ATF permit application and the final Corps decision (as defined at 33 CFR 331.10), **plus one year thereafter**, will not be included in calculating any statute of limitations that might be applicable to the alleged statutory violation(s) described above. Potential defendants agree not to assert, plead, or raise in any fashion on behalf of any party, whether by answer, motion, or otherwise, any defense or avoidance based on the running of any statute of limitations that may apply during that period or any defense or avoidance based on laches or other principle concerning the timeliness of commencing a civil action, based on the failure of the United States to file its complaint during that period.

2. Potential defendants further agree not to transfer the property in question during the pendency of this tolling agreement nor during the pendency of any civil action brought as described above, without first notifying the United States and giving the United States a reasonable opportunity to oppose such transfer.

3. Nothing in this tolling agreement shall restrict or otherwise prevent the United States from filing a complaint regarding any alleged statutory violation(s) not described above, at any time.

4. This tolling agreement does not constitute any admission of liability on the part of potential defendants; nor does it constitute any admission or acknowledgment on the part of the United States that any statute of limitations has run or that any statute of limitations is applicable to the statutory claims described above.

APR 16 2015

5. This tolling agreement contains the entire agreement between the parties, and no statement, promise or inducement made by any party to this agreement, or any agent of such parties, that is not set forth in this agreement shall be valid or binding. This tolling agreement may not be enlarged, modified or altered except in writing signed by the parties. This tolling agreement may be executed in counterparts.

FOR the United States of America:



4-20-15

P. Alex Petty

DATE

District Counsel

Galveston District, U.S. Army Corps of Engineers

FOR Jefferson County ("potential defendant")



4.13.15

Judge Jeff R. Branick, County Judge

DATE



AGENDA ITEM

May 18, 2015

Consider, possibly approve and authorize the County Judge to execute an application for Right-of-Way from Jefferson County to the City of Beaumont for that portion of Main Street directly behind the Jefferson County Courthouse.

APPLICATION FOR RIGHT-OF-WAY OR UTILITY EASEMENT ABANDONMENT CITY OF BEAUMONT, TEXAS

THIS IS AN APPLICATION TO ABANDON A: RIGHT-OF-WAY (ROW), UTILITY EASEMENT (UE)
OR RIGHT-OF-WAY BUT RETAIN UTILITY EASEMENT.

NAME OF APPLICANT: JEFFERSON COUNTY PHONE: 409-835-8466 FAX: 409-839-2311

AUTHORITY OF APPLICANT: COUNTY JUDGE

NAME OF OWNER: CITY OF BEAUMONT

ADDRESS: 801 MAIN ST, BEAUMONT, TX PHONE: 409-880-3736 FAX: 409-880-3133

ALL OWNERS ABUTTING THE ROW OR UE MUST SIGN WRITTEN REQUEST.
(PLEASE ATTACH PROPERTY OWNER'S LIST TO THE APPLICATION)

DESCRIPTION OF ROW OR UE TO BE ABANDONED: LEGAL DESCRIPTION PLAT TO

BE PROVIDED. THIS WILL PROVIDE BETTER COURTHOUSE SECURITY
AND NEED PARKING

PRESENT USE OF ROW OR UE (LIST UTILITIES IF PRESENT) PARKING AND COURTHOUSE
SECURITY AND ACCESS FOR COURTHOUSE RENOVATION

ATTACH A LETTER STATING THE REASONS FOR THE ABANDONMENT.

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT _____

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY _____

ATTACH A MAP OR PLAT DELINEATING THE PUBLIC ROW OR UE TO BE ABANDONED AND THE LEGAL DESCRIPTION OF ADJACENT PROPERTY (DIMENSIONED AND TO ENGINEERING SCALE).

ATTACH THE \$300.00 APPLICATION FEE, THE ACTUAL COST OF NECESSARY APPRAISALS AND TITLE COMMITMENTS. IF PROPERTY IS ABANDONED, APPRAISED VALUE OF THE FEE INTEREST IN THE PROPERTY SHALL BE CHARGED.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF APPLICANT: _____ DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO:

PLANNING DIVISION, ROOM 205
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764 FAX (409) 880-3133

FILE NUMBER: _____
DATE RECEIVED: _____

Post-it® Fax Note	7671	Date	5/12/15	# of pages	3
To	LEANN WINFREY	From	ADINA WARD		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	835-8573	Fax #			

Planning Commission 2015 Calendar

<u>Meeting Date</u>		<u>Submittal Deadline 4:30pm</u>	
January	26, 2015	December	24, 2014
February	16	January	23, 2015
March	16	February	20
April	20	March	27
May	18	April	24
June	15	May	22
July	20	June	26
August	17	July	24
September	21	August	28
October	19	September	25
November	16	October	23
December	21	November	25
January	25, 2016	December	23

NOTE:

Workshops begin at 2:30 p.m. Regular Meetings begin at 3:00 p.m. Joint Public Hearings begin at 3:15 p.m. Regular Meetings and Joint Public Hearings are held in the City Council Chambers, City Hall, 801 Main Street. Zone change requests and applications for specific use permits are considered at Joint Public Hearings, not Regular Meetings.





BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
FAX (409) 784-5893

CORY J. H. CRENSHAW
First Assistant

ASHLEY CHASE
Criminal Chief

WAYLN THOMPSON
Appellate Chief

GARY REAVES
Public Integrity

PAT KNAUTH
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEUX
Chief Investigator

Fred -

Bob asked that I provide a copy of the appropriate form for acquisition of additional parking behind the courthouse from the city. Attached is that form and a photo of the general area for the court's consideration.

The purpose of the additional designated parking is for enhanced security for County officials who would otherwise be more vulnerable to criminal behavior in the event of an event similar to that during the last courthouse shooting.

JY



PROCLAMATION

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

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

ELDER ABUSE PREVENTION AWARENESS MONTH

WHEREAS, people who are elderly or have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a widespread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Caseworkers in Jefferson County have continued investigations of abuse, neglect and/or exploitation against our elderly Texans or those with disabilities;

WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim the month of May 2015 to be Elder Abuse Prevention Month in Jefferson County and we urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Signed this ____ day of _____, 2015.

JUDGE JEFF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



Resolution

STATE OF TEXAS

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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, Susie James is retiring as Chief Deputy of Taxes for Jefferson County, and the Commissioners Court is pleased to recognize this outstanding public servant for her contributions to the citizens of Jefferson County; and,

WHEREAS, Susie James has devoted 34 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County where she served as Tax Deputy, Property Tax Supervisor, Chief Deputy, Interim-Tax Assessor-Collector and Voter Registrar; and,

WHEREAS, Susie James dedicated her talents and services to the many activities for the daily functioning of the Jefferson County Tax Office; and

WHEREAS, Susie will be sorely missed by her staff who has great respect for her and her ability to embrace her staff with professional and loving care;

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Susie James for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this ____ day of _____, 2015.

JEFF BRANICK
County Judge

EDDIE ARNOLD
Commissioner, Precinct No. 1

MICHAEL SINEGAL
Commissioner, Precinct No. 3

BRENT WEAVER
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, Precinct No. 4



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

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

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

May 11, 2015

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

Gentlemen:

Enclosed is the Investment Schedule as of April 30, 2015, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.109%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on April 30, 2015 was .01% and the interest on your checking accounts for the month of April was .218%

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

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

This should be on the agenda May 18, 2015, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for April, 2015,
 including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END APRIL 30, 2015 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
POOLED CASH ACCOUNT	01-Apr-15		\$7,668.06		100	30-Apr-15	NONE	30	7580310386	WELLS FARGO	\$7,668.06				\$7,668.06
CDs and Securities															
FHLMC .85%	30-Dec-13	\$2,000,000.00	\$2,000,000.00		100	30-Dec-16	30-Jun-14	610	3134G4QW1	COASTAL SECURITIES	\$2,002,000.00	\$100.10	\$5,713.89	\$17,000.00	\$2,007,713.89
FHLB .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00		100	0.500%	20-Jun-16	417	313383E9	COASTAL SECURITIES	\$1,999,600.00	\$99.98	\$3,638.89	\$15,000.00	\$2,003,238.89
FHLMC 1.20%	23-Feb-15	\$2,000,000.00	\$2,000,000.00		100	1.200%	20-Feb-18	1027	3134G6BF9	NATIONAL ALLIANCE	\$2,000,200.00	\$100.01	\$4,533.33	\$0.00	\$2,004,733.33
FHLB 1.20%	27-Feb-15	\$2,000,000.00	\$2,000,000.00		100	1.200%	27-Feb-18	1034	3130A4512	WELLS SECURITIES	\$1,995,600.00	\$99.78	\$4,266.67	\$0.00	\$1,999,866.67
FHLMC 0.90%	20-Mar-14	\$2,000,000.00	\$2,000,000.00		100	0.900%	20-Mar-17	690	3134G4WH7	WELLS SECURITIES	\$2,001,800.00	\$100.09	\$2,050.00	\$18,000.00	\$2,003,850.00
FHLMC 1.0%	27-Mar-14	\$2,000,000.00	\$2,000,000.00		100	1.000%	27-Mar-17	697	3134G4XX1	COASTAL SECURITIES	\$2,002,400.00	\$100.12	\$1,888.89	\$20,000.00	\$2,004,288.89
FHLB 1.375%	05-Mar-15	\$2,000,000.00	\$2,000,000.00		100	1.375%	05-Mar-18	1040	3130A47B2	COASTAL SECURITIES	\$2,002,000.00	\$100.10	\$3,811.11	\$0.00	\$2,006,277.78
FHLB 1.40%	12-Mar-15	\$2,000,000.00	\$2,000,000.00		100	1.400%	12-Mar-18	1047	3130A4CK6	NATIONAL ALLIANCE	\$2,002,400.00	\$100.12	\$3,811.11	\$0.00	\$2,006,211.11
FHLB 1.12%	25-Aug-14	\$1,000,000.00	\$1,000,000.00		100	1.120%	25-Aug-17	848	3130A2UB0	COASTAL SECURITIES	\$1,000,100.00	\$100.01	\$3,811.11	\$13,128.89	\$1,002,159.33
FHLMC 1.125%	15-Sep-14	\$2,000,000.00	\$2,000,000.00		100	1.125%	15-Sep-17	869	3134G5GR0	COASTAL SECURITIES	\$2,002,600.00	\$100.13	\$2,053.33	\$11,250.00	\$2,005,475.00
FHLMC 1.25%	26-Dec-14	\$2,000,000.00	\$2,000,000.00		100	1.250%	26-Dec-17	971	3134G5SP1	COASTAL SECURITIES	\$2,003,400.00	\$100.15	\$8,690.56	\$0.00	\$2,011,690.56
FHLMC 1.35%	30-Dec-14	\$2,000,000.00	\$2,000,000.00		100	1.350%	27-Dec-17	1093	3134G5WB7	COASTAL SECURITIES	\$2,003,000.00	\$100.17	\$9,075.00	\$0.00	\$2,012,475.00
FHLMC 1.15%	30-Jan-15	\$2,000,000.00	\$2,000,000.00		100	1.150%	30-Jan-18	1006	3134G5AL7	WELLS SECURITIES	\$1,998,400.00	\$99.92	\$5,813.89	\$0.00	\$2,004,213.89
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00	\$248,000.00		100	1.050%	20-Jun-17	782	05580AK0	WELLS SECURITIES	\$248,000.00	\$100.00	\$941.72	\$1,305.57	\$248,941.72
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00	\$248,000.00		100	1.100%	26-Jun-17	788	25467X21	WELLS SECURITIES	\$248,000.00	\$100.00	\$941.72	\$1,367.74	\$248,941.72
ICD-Ally Bank 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00		100	1.150%	26-Jun-17	788	02006LFK4	WELLS SECURITIES	\$248,000.00	\$100.00	\$984.53	\$1,429.91	\$248,984.53
ICD-Goldman S. 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00		100	1.150%	26-Jun-17	788	38147JK76	WELLS SECURITIES	\$248,000.00	\$100.00	\$984.53	\$1,429.91	\$248,984.53
* (Investment CD's)															\$62,530.84
INVESTMENT ACCT		TOTAL PAR	\$7,668.06								\$7,668.06				\$7,668.06
CDs and Securities			\$25,992,000.00		1.109%		0.740%	861	DAYS		\$26,005,500.00				
TOTALS ALL ACCTS:			\$25,999,668.06								\$26,013,168.06				\$26,075,698.90

PLEDGE COLLATERAL REPORT WELLS FARGO

ALL COUNTY FUNDS
AS OF APRIL 30, 2015

MARKET VALUE OF PLEDGE SECURITIES: **\$119,420,363.99**

BALANCE IN ALL ACCOUNTS: **\$99,835,345.18**

OVER OR (UNDER) AMOUNT: **\$19,585,018.81**

119.62%

Tom Ann Roe
Tom Ann Roe
Tom Ann Roe

Tim Finches, Jefferson County Investment Officer

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
POOLED CASH ACCOUNT														
INVESTMENT ACCT	01-Apr-15	\$7,668.06	\$7,668.06		0.100%	30-Apr-15		30	7580310386	WELLS FARGO	\$0.56			
FHLMC 1.0%	10-Apr-14	\$2,000,000.00	\$2,000,000.00		1.000%	10-Apr-17	10-Jul-14	1096	3134G4YG7	WELLS SECURITIES	\$10,000.00			CALLED
FHLB 1.12%	25-Aug-14	\$2,000,000.00	\$2,000,000.00		1.120%	25-Aug-17	25-Feb-15	1096	3130A2UB0	COASTAL SECURITIES	\$1,928.89			CALLED (1/2)
CHECKING INTEREST														\$11,929.45
POOLED CASH ACCT										WELLS FARGO	\$15,372.80			
OTHER COUNTY ACCTS										WELLS FARGO	\$994.64			
TAX LICENSE ACCT										WELLS FARGO	\$113.17			\$16,480.61
TOTAL		\$4,007,668.06	\$4,007,668.06								\$28,410.06			\$28,410.06

FISCAL YEAR 2014-2015			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.01%	\$24,494.19	0.184%
NOVEMBER	0.03%	\$14,688.14	0.185%
DECEMBER	0.04%	\$46,195.44	0.188%
JANUARY	0.02%	\$14,253.61	0.200%
FEBRUARY	0.02%	\$25,251.01	0.200%
MARCH	0.04%	\$53,155.03	0.200%
APRIL	0.01%	\$28,410.06	0.218%
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 206,447.48	



Resolution

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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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, DONALD J. METTS aka "STRETCH", has devoted 28 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, DONALD J. METTS aka "STRETCH", has made an outstanding contribution to law enforcement and the quality of criminal justice in the Jefferson County. During his career with the Jefferson County Sheriff's Office, he served in the capacity of a Corrections Officer, D.A.R.E. Unit Instructor, and a Patrol Deputy. Later in his career Deputy Metts served as the Livestock Enforcement Officer; investigating calls and complaints ranging from roaming livestock on roadways, domestic and wildlife interaction enforcement, to theft of livestock; and

WHEREAS, through hard work and commitment to excellence, **DONALD J. METTS aka "STRETCH"**, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **DONALD J. METTS aka "STRETCH"**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **DONALD J. METTS aka "STRETCH"**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this _____ day of _____, 2015.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A.WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, May 18, 2015

There being no further business to come before the Court at this time,
same is now here adjourned on this date, May 18, 2015