

**SPECIAL, 11/2/2015 1:30:00 PM**

BE IT REMEMBERED that on November 02, 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*  
*November 02, 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  
November 02, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **02nd** day of **November 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:

WORKSHOP: 11:00 a.m. - To receive information from Mr. Duane Gordy regarding the creation, construction, and operation of a new public-private toll way from SH 105 and US Highway 96/69 in Beaumont, TX to FM 105 and IH 10 in Vidor, TX.

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

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

## **PURCHASING:**

1. Reject all bids for (IFB 15-019/YS), Term Contract for HVAC Maintenance, Capital Equipment, Services, Repairs, Supplies, & Emergency Disaster Relief for Jefferson County Facilities.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve specifications for Invitation for Bids (IFB 15-023/YS), Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park.

**SEE ATTACHMENTS ON PAGES 9 - 42**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve award for (IFB 15-017/JW), Runway 12-30 Reconstruction at Jack Brooks Regional Airport to ALLCO in the amount of \$3,260,325.90. This project is funded by FAA AIP # 31 Grant.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

4. Consider and approve, execute, receive and file a renewal for (RFP 12-028/JW), Inmate Health Care Services for Jefferson County Correctional Facility with Conmed, Inc. for an additional one year renewal from January 29, 2016 to January 28, 2017 with the annual base amount of \$3,136,318.00.

**SEE ATTACHMENTS ON PAGES 43 - 44**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Opposed: Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
November 02, 2015*

5. Consider and approve, execute, receive and file a renewal for (IFB 14-044/JW), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County with Martin Marietta Materials for a first additional one (1) year renewal from November 23, 2015 to November 22, 2016.

**SEE ATTACHMENTS ON PAGES 45 - 45**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve correction to Amendment I (one) to (RFP 11-014/KJS), Lease of Properties Acquired as a Result of "Buy-Out" to transfer lease of property (Item 63) from Joe McClendon to Phillip and Lydia Hallmark.

**SEE ATTACHMENTS ON PAGES 46 - 54**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

7. Consider and approve, execute, receive and file Amended Lease Agreements for (RFP 11-014/KJS), Lease of Properties Acquired as a Result of "Buy-Out" from Joe McClendon and Phillip and Lydia Hallmark.

**SEE ATTACHMENTS ON PAGES 55 - 64**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
November 02, 2015*

8. Consider and approve, execute, receive and file Knight Security Systems Secure Plan Agreement for the Jefferson County Waterway Surveillance Camera System in the amount of \$92,700.00 for a three (3) year plan beginning on 11/01/2015. This is in accordance with the DIR-SDD-1725 Contract.

**SEE ATTACHMENTS ON PAGES 65 - 70**

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

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

**SEE ATTACHMENTS ON PAGES 71 - 72**

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

**COUNTY AUDITOR:**

10. Regular County Bills check #413708 through check #413928.

**SEE ATTACHMENTS ON PAGES 73 - 81**

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

**COUNTY COMMISSIONERS:**

11. Consider and possibly approve a Proclamation for Harvest of Hope for Catholic Charities of Southeast Texas.

**SEE ATTACHMENTS ON PAGES 82 - 82**

**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  
November 02, 2015*

12. Consider and possibly approve a Proclamation for Alzheimer's Awareness Day.

**SEE ATTACHMENTS ON PAGES 83 - 83**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

13. Receive and File Statement and Oath of Office for Vernon Pierce, newly appointed Commissioner of the Sabine- Neches Navigation District.

**SEE ATTACHMENTS ON PAGES 84 - 86**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

14. Receive and file executed renewal of Amended Professional Services Agreement between Jefferson County, Texas and Tim Richardson for consulting work related to the BP Deepwater Horizon restoration funding.

**SEE ATTACHMENTS ON PAGES 87 - 96**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

15. Consider and possibly approve a Resolution to Cast Votes in the Election of the Board of Directors of the Jefferson County Appraisal District as provided by Section 6.03 of the Tax Code.

**SEE ATTACHMENTS ON PAGES 97 - 97**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
November 02, 2015*

16. Consider, possibly approve, authorize the County Judge to execute and receive and file an Easement for Road Access from Jefferson Water Control & Improvement District No. 10 to Jefferson County, Texas for road access within and easement.

**SEE ATTACHMENTS ON PAGES 98 - 107**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

17. Receive and file the Certified Roll Jurisdiction Summary Resolution for the tax roll for the tax year 2015 for Jefferson County.

**SEE ATTACHMENTS ON PAGES 108 - 110**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**ENGINEERING:**

18. Execute, receive and file Utility Permit 13-U-15 to AT&T for burying a fiber optic cable to 6000 Airline Drive (Jack Brooks Airport). AT&T will start at an existing handhole in front of 5040 Airline Drive and boring into Airline Drive to get to other AT&T handhole near Runway. This project is located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 111 - 115**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **HUMAN RESOURCES:**

19. Consider and possibly approve and receive and file revisions to the ' Personnel Policies Practices and Procedures Manual ' for the following policies: Section 2 -Equal Employment Opportunity Policy; Section 3 - Americans with Disabilities Act (ADA); Section 3.1 -Procedures for the Request and Provision of Reasonable Accommodation; Section 3.2 - ADA Grievance Procedures; Section 4.1 -Definitions of Employment Status; Section 4.2 -Employment Process; Section 5.2 -New Employee Orientation Period; Section 5.6 -Grounds for Immediate Suspension or Dismissal; Section 6 -Health and Safety; Section 6.1 -Smoking/Scent in the Workplace; Section 6.6 -Work Breaks & Breaks for Nursing Mothers; Section 7.1 Harassment and Sexual Harassment Policy; Section 10.1 -Wages; Section 10.3 Overtime/Compensatory Time; Section 11.3 - Funeral Leave; Section 11.4 -Family Medical Leave Act (FMLA); Section 11.5 -Unpaid Leave of Absence; Section 11.6 -Military Leave; Section 13 -Retirement; Section 13.1 -Retiree Health Insurance Policy; Section 14 -Employee Benefits and Services; Section 17 -Travel Policies & Procedures; and Section 18 -Jefferson County Cash Advance Policies & Procedures.

**Action: TABLED**

### **Other Business:**

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

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

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**Jeff R. Branick  
County Judge**



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

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

November 2, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-023/YS, Term Contract for HVAC Maintenance & Repair for Ford Park. **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 Maintenance, Repair, & Emergency Services for Ford Park  
**BID NO:** IFB 15-023/YS  
**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, December 7, 2015  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1001 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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 – November 4<sup>th</sup> and November 11<sup>th</sup>, 2015

**IFB 15-023/YS**  
**Term Contract for HVAC Maintenance, Repair, &**  
**Emergency Services for Ford Park**  
**Bids due: 11:00 AM CDT, December 7, 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

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### 1. Bid Submission

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

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

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

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

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

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

### 2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

### 3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

### 4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

### 5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

## 6. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 7. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 8. **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.

## 9. **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.

## 10. **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.

## 11. 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.

## 12. 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.

## 13. 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.

## 14. 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.

## 15. 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.**

## 16. 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.

## 17. Currency

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

## 18. 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.

## 19. Notice to Proceed/Purchase Order

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

## 20. 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.

**21. Definitions**

“County” – Jefferson County, Texas.

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

**22. Minority-Women Business Enterprise Participation**

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

## General Terms and Conditions of Bidding and Terms Of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.20 Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

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

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

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

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

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The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

### 2. Multiple Vendor Award

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

### 3. Delivery

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

### 4. Payment

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

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

### 5. Usage Reports

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

### 6. Insurance

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

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

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

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

### Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
<u>Property Insurance (policy below that is applicable to this project):</u>	
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)	
Builder's Risk Policy: Structural Coverage for Construction Projects	
Installation Floater Policy: Improvements/Alterations to Existing Structure	
Workers' Compensation	Statutory Coverage (see attached)

## 7. Workers' Compensation Insurance

### 7.1 Definitions:

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

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

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-023/YS.

### Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for maintenance, repair, and emergency services of HVAC equipment for Ford Park for a term of one (1) year. Once a contract is awarded, the prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option for up to four (4) one year renewals. 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.

For information regarding bid submission requirements, please contact Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us). For technical questions related to equipment and facilities, please contact Danny Broussard, Ford Park Operations Director, at 409-951-5425 or [dbroussard@fordpark.com](mailto:dbroussard@fordpark.com).

The contractor shall furnish all time, attention, skill, energy, labor, tools, materials and equipment necessary to accomplish maintenance, repair, and emergency repairs and services of HVAC equipment for Ford Park.

Contractor shall maintain offices separate from those of Jefferson County and Ford Park and shall bear all expenses and obligations incurred such as those for postage, administrative services, and communication fees.

Contractor shall act as an independent contractor and not as an employee or agent of Jefferson County or Ford Park. Contractor shall have no authority, expressed or implied, to commit or obligate Jefferson County or Ford Park in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of Jefferson County or Ford park. Such authorization may be general or specific. No partnership between Contractor and Jefferson County or Ford Park shall be construed.

Contract shall be subject to the presentation of a performance and payment bond acceptable to Jefferson County, as required by Texas law.

### **Contractor shall provide the following:**

- **License and Permit Bond**
- **Comprehensive liability insurance, naming Jefferson County as Additional Insured.**
- **Copy of state license.**

## Description

The contractor shall furnish and deliver HVAC maintenance, repair, and emergency services for various facilities at Ford Park. The facilities included in this contract are as follows:

- Central Plant
- Arena
- Pavilion
- Exhibit Hall
- Ball Fields

All equipment in each facility shall receive maintenance, repair, and emergency services as described in the table below: Annual inspection shall be conducted once per year. Quarterly inspection shall be conducted at three, six, and nine-month intervals following the annual inspection.

Equipment	Annual Inspection	Quarterly Inspection
Cooling towers	<ul style="list-style-type: none"> <li>• Check condition of fill materials</li> <li>• Grease bearings</li> <li>• Replace belt and sent tension</li> <li>• Cycle control valves</li> </ul>	<ul style="list-style-type: none"> <li>• Grease bearings</li> <li>• Verify operation</li> </ul>
Chillers	<ul style="list-style-type: none"> <li>• Inspect all electrical connections</li> <li>• Brush condenser tubes</li> <li>• Clean coils (using water only)</li> <li>• Leaks test</li> <li>• Oil test</li> <li>• Performance test</li> <li>• Test motors</li> </ul>	<ul style="list-style-type: none"> <li>• Clean coil (using water only)</li> <li>• Check charge</li> <li>• Verify proper operation</li> </ul>
Split units	<ul style="list-style-type: none"> <li>• Clean coils</li> <li>• Check refrigerant charge</li> <li>• Inspect all electrical connections</li> <li>• Performance test</li> <li>• Test motors</li> </ul>	<ul style="list-style-type: none"> <li>• Clean coil (using water only)</li> <li>• Check charge</li> <li>• Verify proper operation</li> </ul>
Air handler units	<ul style="list-style-type: none"> <li>• Clean coils</li> <li>• Adjust or replace belts as needed</li> <li>• Clean drain pan &amp; drain, add slim tab</li> <li>• Inspect duct</li> <li>• Verify control valve operations</li> </ul>	<ul style="list-style-type: none"> <li>• Check belts</li> <li>• Clean drains, add slim tab</li> </ul>
Boilers	<ul style="list-style-type: none"> <li>• Brush tubes</li> <li>• Check &amp; balance gas and air mix</li> <li>• Performance test based on flue gas</li> </ul>	<ul style="list-style-type: none"> <li>• Verify proper operation</li> </ul>
Pumps	<ul style="list-style-type: none"> <li>• Lubricate and verify operation</li> <li>• Check pressure drop</li> <li>• Test motors</li> </ul>	<ul style="list-style-type: none"> <li>• Lubricate and verify operation</li> </ul>

In addition to preventative maintenance of the equipment, Contractor shall provide the following:

- Contingency plans to provide service in the face of unexpected events such as power failure, fire, ice storms, hurricanes or acts of God that would preclude normal operations.
- 24-hour-per-day, 7-day-per-week service, with a two (2) hour response time.
- Scheduled and planned maintenance dates.
- Keep a record of scheduled maintenance.
- Record and report to Management any repairs needed.
- Make no repairs until signed permission is given by Management.
- Conduct refrigerant management.

### Equipment

The equipment to be serviced under this contract consists of the following:

<b>Equipment</b>	<b>Location</b>
2 Chillers (Trane 750 tons) (1 not in commission)	Central Plant
1 Chiller (Trane 300 tons)	Central Plant
1 Chiller (30 ton)	Pavilion
3 Split units	Pavilion
3 Split units	Ball Fields
24 Air handler units - Trane M-Series Climate Changers	Arena
2 Boilers - 6,000,000 BTU's (Sellers)	Central Plant
2 Boilers - Small Lochinvar	Arena
6 Pumps	Central Plant
2 Hot water heaters	Arena
2 Cooling towers	Central Plant
4 DesChamps Air Handlers	Arena

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park 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. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

### Part I. Scheduled Maintenance

Description	Monthly Price	Annual Price
HVAC Maintenance for Ford park, as per bid specifications	\$ _____ Per month	\$ _____ Annually

### Part II. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$ _____/hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$ _____/hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
5	Mechanic for emergency service on Sundays and Holidays	\$ _____/hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	\$ _____/hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	\$ _____/hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	\$ _____/hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	\$ _____/hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ _____/hour

(Continued on Next Page)

## Bid Form (Continued)

**Part III. Parts, Equipment, etc. Discounts**

**Contractor shall be compensated at a fixed percentage over their cost.**

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor _____ % (percent) markup	_____%
14	Equipment replacement chillers, boilers, direct expansion units, etc." for emergency replacement f.o.b job site at _____%(percent)	_____%
15	Sub-contractor percentage mark-up	_____%
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% 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 _____% markup	_____%

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

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

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

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

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

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

### Signature Page

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

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

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

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

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

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

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

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

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

Page 2

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

- D. Describe each affiliation or business relationship:

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

7.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

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

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

## 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 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## 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.***

**FIRST AMENDMENT TO CONTRACT FOR INMATE HEALTH CARE SERVICES  
JEFFERSON COUNTY, TEXAS  
(Effective January 29, 2016)**

This is the First Amendment to the Contract for Inmate Health Care Services at Jefferson County, Texas, effective January 29, 2013 through January 28, 2015, and extended per Renewal Letter dated September 17, 2014 (hereinafter "Agreement") between Conmed, Inc. (hereinafter "Conmed") and Jefferson County, Texas (hereinafter the "County").

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree that effective January 29, 2015:

1. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following language in lieu thereof:

SECTION 2. CONTRACT AMOUNT. The County agrees to pay Conmed for Conmed's 24/7 Services at the Detention Center the Contract annual base amount of Three Million One Hundred Thirty-Six Thousand Three Hundred Eighteen Dollars and no cents (\$3,136,318.00) effective January 29, 2016 through January 28, 2017.

2. In accordance with Section 3 of the Agreement, this Agreement shall renew for an additional one-year period from January 29, 2016 at 12:01 a.m. through January 28, 2017 at 11:59 p.m.

3. Section 20 of the Agreement shall be amended to reflect Conmed's new notice address:

Conmed, Inc.  
General Counsel  
1283 Murfreesboro Road; Suite 500  
Nashville, TN 37217

Except for the provisions amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**County of Jefferson, Texas**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**Conmed, Inc.**

By: Cary McClure  
Cary McClure  
Title: Secretary  
Date: 10-7-15

**CONTRACT RENEWAL FOR IFB 14-044/JW  
TERM CONTRACT FOR GRAY LIMESTONE (COMMONLY  
REFERRED TO AS 610 BASE) FOR JEFFERSON COUNTY**

The County entered into a contract with Martin Marietta Materials for one (1) year, from November 24, 2014 to November 23, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from November 23, 2015 to November 22, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

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

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

CONTRACTOR:  
Martin Marietta Materials

  
\_\_\_\_\_  
(Name)



# ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

**1. PARTIES:** The parties to this contract are JOE & PEGGY MCCLENDON (Seller) and PHILLIP & LYDIA HALLMARK (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

**2. PROPERTY:** The land, improvements and accessories are collectively referred to as the "Property".  
**A. LAND:** Lot \_\_\_\_\_ Block \_\_\_\_\_, PT OF Hillebrandt Heights wrec 1.00e 2.00 Addition, City of BEAUMONT, County of JEFFERSON Texas, known as 11254 KENNER RD 77705 (address/zip code), or as described on attached exhibit.  
**B. IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.  
**C. ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.  
**D. EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: \_\_\_\_\_

**3. SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing ..... \$ [REDACTED]  
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) ..... \$ [REDACTED]  
C. Sales Price (Sum of A and B) ..... \$ [REDACTED]

**4. FINANCING (Not for use with reverse mortgage financing):** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- A. THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ \_\_\_\_\_ (excluding any loan funding fee or mortgage insurance premium).
  - (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
  - (2) Credit Approval: (Check one box only)
    - (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
    - (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
- B. ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
- C. SELLER FINANCING:** A promissory note from Buyer to Seller of \$ \_\_\_\_\_, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

Initialed for identification by Buyer [Signature] and Seller [Signature]

**5. EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$ 500.00 as earnest money with Healy McCendon, as escrow agent, at \_\_\_\_\_ (address). Buyer shall deposit additional earnest money of \$ \_\_\_\_\_ with escrow agent within \_\_\_\_\_ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

**6. TITLE POLICY AND SURVEY:**

A. TITLE POLICY: Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner policy of title insurance (Title Policy) issued by STEWART TITLE COMPANY (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:  
(1) Restrictive covenants common to the platted subdivision in which the Property is located.  
(2) The standard printed exception for standby fees, taxes and assessments.  
(3) Liens created as part of the financing described in Paragraph 4.  
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.  
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.  
(6) The standard printed exception as to marital rights.  
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.  
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:  (i) will not be amended or deleted from the title policy;  (ii) will be amended to read, "shortages in area" at the expense of  Buyer  Seller.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

(1) Within received days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.

(2) Within \_\_\_\_\_ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: \_\_\_\_\_

Buyer must object the earlier of (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender

within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

**If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.**

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

**7. PROPERTY CONDITION:**

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):  
(Check one box only)

- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within 3 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: JACUZZI TUB IN WORKING ORDER, vent hood light in working order, Garage door openers working, Bathroom #2 toilet  
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.) Secured, Debris Piles cleaned on property

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the

Initialed for identification by Buyer [Signature] and Seller [Signature]

Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$\_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before SEPTEMBER 25, 2015, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:**

A Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:  upon closing and funding  according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

SELLER TO Release adjacent County Leased property to Buyer AND ALL FUTURE RIGHTS TO MAINTAIN COUNTY LEASE UPON CLOSING. SELLER TO PROVIDE BUYER CONTRACT OF LEASE FROM COUNTY FOR THE LEASE PROPERTY.

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

- (1) Expenses payable by Seller (Seller's Expenses):
  - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
  - (b) Seller shall also pay an amount not to exceed \$\_\_\_\_\_ to be applied in the

Initialed for identification by Buyer [Signature] and Seller JM pm

following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**18. ESCROW:**

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of

the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: PO Box 605  
Stowell TX 77661  
Telephone: (409) 782 8158  
Facsimile: ( )  
E-mail: philhallmark@gmail.com

To Seller at: 570 Bass Rd  
Beaumont TX 77705  
Telephone: (409) 799 4832  
Facsimile: ( )  
E-mail: PMeckel912@Aol.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Loan Assumption Addendum
- Addendum for Sale of Other Property by Buyer
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Seller's Temporary Residential Lease
- Short Sale Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- Addendum for Property in a Propane Gas System Service Area
- Other (list): \_\_\_\_\_

Initialed for identification by Buyer [Signature] and Seller [Signature]

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ \_\_\_\_\_ (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: \_\_\_\_\_

Seller's Attorney is: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

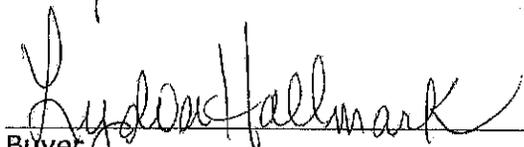
E-mail: \_\_\_\_\_

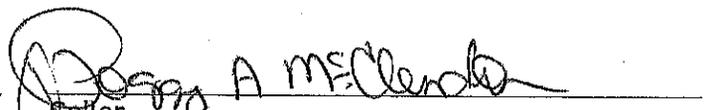
E-mail: \_\_\_\_\_

**EXECUTED the 20 day of September, 2015. (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

  
Buyer

  
Seller

  
Buyer

  
Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-12. This form replaces TREC NO. 20-11.

(Address of Property)

**BROKER INFORMATION**  
(Print name(s) only. Do not sign)

Other Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_

Listing Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_

represents  Buyer only as Buyer's agent  
 Seller as Listing Broker's subagent

represents  Seller and Buyer as an Intermediary  
 Seller only as Seller's agent

Name of Associate's Licensed Supervisor \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Associate's Licensed Supervisor \_\_\_\_\_ Telephone \_\_\_\_\_

Associate's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Listing Associate's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Other Broker's Address \_\_\_\_\_ Facsimile \_\_\_\_\_

Listing Broker's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Associate's Email Address \_\_\_\_\_

Listing Associate's Email Address \_\_\_\_\_

Selling Associate's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Selling Associate's Licensed Supervisor \_\_\_\_\_ Telephone \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Selling Associate's Email Address \_\_\_\_\_

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

Seller or Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ N/A Earnest Money in the form of N/A is acknowledged.

Escrow Agent: Jeannne Rodgers Date: 9/21/15

By: Shanta Unbe \_\_\_\_\_

\_\_\_\_\_ Email Address \_\_\_\_\_

Address Stewart Title Company Telephone (\_\_\_\_) \_\_\_\_\_

3400 Highway 365, Ste 101  
Port Arthur, Texas 77642

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_

**AMENDED LEASE AGREEMENT**

**October 12, 2015**

<b>THE STATE OF TEXAS</b>	§	<b>JOE McCLENDON</b>
	§	
<b>COUNTY OF JEFFERSON</b>	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Joe McClendon**, hereinafter referred to as "Lessee."

**RIGHTS GRANTED**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following three (3) properties, in Jefferson County, Texas, hereinafter called the "Property.":

1. **476 Bass Road, Beaumont, TX 77705**, being described as **Tr 3 Hillebrandt 28 Heights Unrec .68 Abstract 029300**.
2. **492 Bass Road, Beaumont, TX 77705**, being described as **28 Tr 2 & Hillebrandt Heights Unrec .414 Abstract 029300**.
3. **11034 Kenner Road, Beaumont, TX 77705**, being described as **20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300**.

The lease amount shall be **\$180.00** per year, payable at the start of each year. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the Property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health; or

8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County.

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement will be October 12,, 2015 through July 31, 2016, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Joe McClendon, Jr., 570 Bass Road, Beaumont, TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### **SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### **MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

A handwritten signature in cursive script that reads "Joe McClendon". The signature is written in dark ink and is positioned above a horizontal line.

\_\_\_\_\_  
LESSEE: JOE McCLENDON

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **476 BASS ROAD, BEAUMONT, TX 77705, 492 BASS ROAD, BEAUMONT, TX 77705, and 11034 KENNER ROAD, BEAUMONT, TX 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **476 BASS ROAD, BEAUMONT, TX 77705, 492 BASS ROAD, BEAUMONT, TX 77705, AND 11034 KENNER ROAD, BEAUMONT, TX 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JOE MCCLENDON.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Peggy McClellon  
Signature

10-27-15  
Date

Peggy McClellon  
Printed Name

570 Bass Road Bmt Tx 77705  
Address

409 749-4832  
Telephone Number

**AMENDED LEASE AGREEMENT**

**October 12, 2015**

<b>THE STATE OF TEXAS</b>	§	<b>PHILLIP &amp; LYDIA HALLMARK</b>
	§	
<b>COUNTY OF JEFFERSON</b>	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County,” and **Phillip & Lydia Hallmark**, hereinafter referred to as “Lessee.”

**RIGHTS GRANTED**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee’s sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the “Property.”:

1. **11248 Kenner Road, Beaumont, TX 77705**, being described as **Lot 18 Hillebrandt Heights Unrec. Sec 3 Abstract 029300**.

The lease amount shall be **\$60.00** per year, payable at the start of each year. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the Property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health; or
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County.

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement will be October 12, 2015 through July 31, 2016, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Phillip & Lydia Hallmark, 11254 Kenner Road, Beaumont, TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE: PHILLIP & LYDIA HALLMARK

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11248 KENNER ROAD, BEAUMONT, TX 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **11248 KENNER ROAD, BEAUMONT, TX 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PHILLIP & LYDIA HALLMARK**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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



## Customer System Agreement

Proposal #: 13823

Date: February 24, 2015

*Prepared for*

Jefferson County Waterway Project  
1001 Pearl St  
Beaumont, TX 77701

Phone:

*Prepared by*

Jeff Buckley  
Knight Security Systems, LLC  
500 Century Plaza Drive, Ste 120  
Houston, TX 77073  
Phone: 832-786-5800  
Fax: 214-350-8666

### Scope of Work

DIR-SDD-1725

**SecurePlan** Service Level Agreement for:

Billing Site: Jefferson County Waterway Surveillance Camera System  
1001 Pearl Street  
Beaumont, TX 77701

#### Description of Services

**SecurePlan** customers receive priority dispatch with Guaranteed same business day response.

All labor and travel cost is included during normal business hours.

**SecurePlan** provides a 25% discount on current labor rates.

Includes Software Upgrades and Licenses Fees

Includes FREE Loaner Equipment.

Includes Annual Scheduled Functional Test.

#### Specific Terms and Conditions

1. Based on non-standard agreement term of 3 years.
2. One annual inspection and annual SUP fees included in **SecurePlan** total.
3. Fees will be adjusted annually based on an audit of increases and decreases of system equipment and/or features made between the previous program anniversary date and the current anniversary date. Includes all system adjustments secured by an authorized commercial agreement document and/or authorized customer purchase order at the time of program anniversary date. Unless approved by the customer, pending proposals will not be included in annual adjustment calculations.
4. If the agreement is terminated prior to the agreement anniversary date, customer will be responsible for all cost incurred by Knight Security in association with delivery of program services up to the date of cancellation.
5. All activity will be documented on a Knight Security Systems Service Ticket. The customer is required to authorize all service tickets issued by Knight Security Systems.
6. Customer must provide the means for Knight Security Systems to make a remote connection to the systems included in this agreement via a secure VPN connection. This agreement will be considered null and void if remote connectivity to any of the security systems are revoked for any reason.
7. **SecurePlan24** and/or **SecurePlanHealth** options not included in this proposal.
8. Coverage includes the following security system components in operation or under contract as of this agreement initiation date.
9. Coverage includes any materials listed in Knight Security Systems Install Order #3811. A list of materials is available upon request.

### Services

*Service Description*

*Initial that you have read and understand the terms above:* \_\_\_\_\_

Quote# 13823

*Ext. Price*

*Page 1 of 2*



# Customer System Agreement

Proposal #: 13823  
 Date: February 24, 2015

*Prepared for*

Jefferson County Waterway Project  
 1001 Pearl St  
 Beaumont, TX 77701

Phone:

*Prepared by*

Jeff Buckley  
 Knight Security Systems, LLC  
 500 Century Plaza Drive, Ste 120  
 Houston, TX 77073  
 Phone: 832-786-5800  
 Fax: 214-350-8666

Premium Service Level Agreement (\$30,900.00 per year for 3 years)	\$92,700.00
<b>Services Total</b>	<b>\$92,700.00</b>

Other Charges

Travel:	Freight: \$0.00	Misc: \$0.00
---------	-----------------	--------------

Approved by: \_\_\_\_\_

Approval date: \_\_\_\_\_

Subtotal:	\$92,700.00
Discount:	\$0.00
Sales Tax:	\$0.00
<b>Total:</b>	<b>\$92,700.00</b>

*Please review Scope of Work closely. All verbal representations disclaimed.  
 System quote valid for 60 Days. Terms of Master System Agreement apply.*

*Initial that you have read and understand the terms above: \_\_\_\_\_*



### SecurePlan Options

Date: February 27, 2015

Proposal #: 13823

**Bill To:**

**Site:**

Jefferson County Waterway Project  
 1149 Pearl St  
 7th Floor  
 Beaumont, TX 77701  
 Phone: (512) 275-0881

Jefferson County Waterway Project  
 1001 Pearl St  
 Beaumont, TX 77701

Phone:

**Representative:** Jeff Buckley

**Summary:** SecurePlan Renewal 2015

**Sales Tax Rate: 0.00 %**

Three Year Agreement

Annual Pricing

Annual Pricing (with tax)

\$30,900.00

\$30,900.00

SecurePlan includes  1  system inspection(s) annually.

*SecurePlan Benefits:*

- *Priority Dispatch with GUARANTEED Same Day Service if the service call is placed before noon on a regular business day. SecurePlan24 provides 4 hour response, 24 hrs/day, all year!*
- *Labor and travel cost during normal business hours is included.*
- *25% discount on labor rates.*
- *Device repair or replacement for normal wear and tear.*
- *System software upgrades and license fees included.*
- *Free Loaner Equipment.*
- *Annual Functional Tests.*

**Please circle selected services.**

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

**SecurePlan program has been explained to me and I have elected to decline these services.**

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



### SecurePlan Agreement

Knight Security Systems, LLC, 500 Century Plaza Dr., Suite 120, Houston, TX 77073 Tel: 281-681-3473 / Fax: 214-350-8666

E-Mail: support@KnightSecurity.com Web: http://www.KnightSecurity.com

Date	Knight Security Systems Representative	Agreement #
April 9, 2015	Jeff Buckley	13823
Premises Site	Billing Address	
Jefferson County Waterway Project 1001 Pearl St Beaumont, TX 77701	Jefferson County Waterway Project 1149 Pearl St 7th Floor Beaumont, TX 77701	

Name:

Area Code/Telephone:

Reference:

Area Code/Telephone:

1. This SecurePlan Service Agreement is made April 9, 2015 by and between Knight Security Systems, LLC, a Texas Company hereinafter referred to as "Knight" and Jefferson County Waterway Project hereinafter referred to as "Purchaser".

2. Purchaser hereby agrees to pay Knight a SecurePlan service fee of \$92,700.00, payable in advance, \_\_\_\_\_, for a period of 3 year(s) commencing on 11/1/2015. After the initial period the service fee shall automatically renew itself annually unless either party notifies the other in writing of its intention to terminate the service at least thirty (30) days prior to the anniversary date at which such termination will take effect. SecurePlan service shall include priority dispatch service with 1 functional system test(s) per year. SecurePlan service shall not include repair or replacement of devices damaged by fire, flood, lightning, earthquake, natural disaster, riot, vandalism, or misuse or abuse whether caused by Purchaser or a third party. Repair or replacement made necessary by such events and performed by Knight shall be charged to Purchaser on a time and material basis.

3. Purchaser does hereby acknowledge that Purchaser has read and understands all of the provisions, terms and conditions of this agreement and acknowledges that all provisions, terms and conditions are acceptable to Purchaser.

4. Purchaser hereby acknowledges receipt of a complete copy of this agreement.

Knight Agent Signature: _____ Knight Officer Signature: _____	Printed Name: _____ Title _____ Signature: _____ Date _____
This agreement shall not be binding upon Knight unless approved by signature above by an officer of Knight. In the event of failure of approval, the sole liability of Knight shall be to refund to Purchaser the amount that has been paid to Knight upon the signing of this agreement.	<b>The provisions, terms and conditions contained on all pages of this agreement are incorporated herein and by reference made a part hereof.</b>

**5. Regulatory Agencies.** Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O. Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

**6. Document Conflict.** It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

**7. Taxes, Fees, Permits, Fines.** In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

**8. Knight Not An Insurer And Limitation Of Liability.** Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the lesser. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

**9. Indemnification.** Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

**10. System Acceptance.** Purchaser agrees to an inspection by Knight within (30) days of the commencement of this agreement. Knight shall provide Purchaser with a written quotation to repair or replace any non functioning equipment. Failure to repair or replace non functioning equipment may be cause to delete those items from this agreement or to cancel this agreement in its entirety. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Knight.

**11. Increase Of Service Fees.** Notwithstanding the terms and conditions set forth herein, after the term for service stated in section 2.b above, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

**12. System Use And Testing.** To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use.

**13. False Alarm & Warranty Service Calls.** In the event Purchaser or any user of the System shall cause an excessive number of service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

**14. Service Of System.** Purchaser authorizes Knight to service or cause to be serviced, the devices specified in the "Equipment List" attached. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. If asbestos or other health hazardous material is encountered during service, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises.

**15. Delay/Interruption Of Service.** Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish service while any such cause shall continue.

**16. Default Or Termination.** If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

**17. Pre-Existing Equipment and Devices.** Knight assumes no liability and gives no warranty, limited or otherwise and will not provide service for equipment except for the devices and software listed as "Equipment List" attached.

**18. Authorized Users And Emergency Contact List.** Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and email addresses of emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

**19. Late/Interest Fees & Attorney's Fees.** Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

**20. Assignees And Subcontractors.** Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, and particularly sections 8 and 9, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

**END OF DOCUMENT**



**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: October 28, 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

November 2, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COURT AT LAW #3	CHAIR		32288
COURT AT LAW #3	CHAIR		26966
<i>contact person: Cynthia Jackson</i>			
CRIME LAB	HP LASERJET 2420 PRINTER	CNGKJ30956	
CRIME LAB	HP LASERJET 2420 PRINTER	CNGKL16710	
CRIME LAB	HP LASERJET 2420 PRINTER	CNGKL16079	30801
CRIME LAB	HP COMPAQ DC7600 PC (lower only)	2UA63513BS	
CRIME LAB	CHAIR		30103
<i>contact person: Brandy Henley</i>			
CRIMINAL DISTRICT COURT	CHAIR		22362
CRIMINAL DISTRICT COURT	CHAIR		13072
<i>contact person: Kellie Holmes</i>			
DISTRICT ATTORNEY	LEATHER CHAIR W/CLOTH SEAT		12330
DISTRICT ATTORNEY	DARK BROWN LEATHER CHAIR		NO TAG
<i>contact person: Dan'na Vincent</i>			

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

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
TRI-CITY COFFEE SERVICE	317.86	413797	
DAWN DONUTS	67.50	413928	
			385.36**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
HILO / O'REILLY AUTO PARTS	61.99	413711	
CARQUEST AUTO PARTS # 96	26.10	413727	
BEAUMONT ENTERPRISE	276.64	413736	
M&D SUPPLY	111.26	413757	
MUNRO'S	34.00	413763	
SMART'S TRUCK & TRAILER, INC.	17.44	413787	
AT&T	63.18	413789	
SOUTHERN TIRE MART, LLC	366.00	413803	
ACORN STEEL	36.00	413807	
UNITED STATES POSTAL SERVICE	.49	413818	
TEXAS CONFERENCE OF URBAN COUNTIES	390.00	413831	
			1,383.10**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
CERTIFIED LABORATORIES	495.30	413728	
ENTERGY	98.22	413746	
MUNRO'S	18.45	413763	
RITTER @ HOME	25.97	413779	
TRI-CON, INC.	4,309.42	413796	
			4,947.36**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
FARM & HOME SUPPLY	9.98	413738	
GULF COAST AUTOMOTIVE, INC.	69.98	413745	
MUNRO'S	18.23	413763	
SMART'S TRUCK & TRAILER, INC.	108.98	413787	
AT&T	71.18	413789	
TIME WARNER COMMUNICATIONS	85.46	413794	
TRI-CON, INC.	1,723.82	413796	
LOWE'S HOME CENTERS, INC.	25.21	413829	
RC SERVICE	559.15	413897	
ASCO	8,005.32	413898	
SHOPPA'S FARM SUPPLY	336.10	413912	
			11,013.41**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
ABLE FASTENER, INC.	98.50	413710	
SPIDLE & SPIDLE	482.95	413718	
CITY OF BEAUMONT - WATER DEPT.	19.03	413729	
W.W. GRAINGER, INC.	103.25	413744	
ENTERGY	1,067.68	413746	
M&D SUPPLY	139.96	413757	
MUNRO'S	64.02	413763	
OFFICE DEPOT	579.48	413767	
TRIANGLE AIR CARE, INC.	273.00	413795	
TRI-CON, INC.	3,398.54	413796	
UNITED STATES POSTAL SERVICE	63.85	413818	
SIERRA SPRING WATER CO. - BT	36.93	413820	
US POSTAL SERVICE	147.00	413826	
KENNETH MINKINS	10.50	413835	
EVERETT D ALFRED	139.90	413839	
HLAVINKA EQUIPMENT COMPANY	220.44	413861	
ON TIME TIRE	179.02	413891	
			7,024.05**
<b>ENGINEERING FUND</b>			
TRI-CITY COFFEE SERVICE	177.95	413797	
VERIZON WIRELESS	247.68	413813	
UNITED STATES POSTAL SERVICE	.49	413818	
BRADLEY STAFFORD	982.19	413894	
SILSBEE FORD INC	23,679.80	413906	
			25,088.11**
<b>PARKS &amp; RECREATION</b>			
ADAMS BACKHOE SERVICE	715.00	413713	
ENTERGY	346.26	413746	
			1,061.26**
<b>GENERAL FUND</b>			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. CLERK	877.89	413712	
JEFFERSON CTY CHILD WELFARE BOARD	6,615.91	413864	7,493.80*
TAX OFFICE			
OFFICE DEPOT	419.29	413767	
ACE IMAGEWEAR	21.01	413785	
CORNERSTONE MEDIA	296.12	413808	
UNITED STATES POSTAL SERVICE	783.08	413818	
US POSTAL SERVICE	225.00	413825	
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	80.00	413876	
ROCHESTER ARMORED CAR CO INC	352.00	413882	2,176.50*
COUNTY HUMAN RESOURCES			
FED EX	24.14	413740	
MOORMAN & ASSOCIATES, INC.	450.00	413762	
PINNACLE EMPLOYEE TESTING	125.00	413772	599.14*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	13.04	413818	13.04*
COUNTY CLERK			
OFFICE DEPOT	228.11	413767	
UNITED STATES POSTAL SERVICE	316.49	413818	544.60*
COUNTY JUDGE			
LAIRO DOWDEN, JR.	500.00	413735	
JAN GIROUARD & ASSOCIATES	200.00	413742	
KEVIN PAULA SEKALY PC	500.00	413784	
THE YOES LAW FIRM, LLP	500.00	413850	
GRACE NICHOLS	500.00	413872	
HARVEY L WARREN III	500.00	413878	
WYATT SNIDER	500.00	413885	3,200.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	10.65	413818	10.65*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	113.96	413818	113.96*
PRINTING DEPARTMENT			
C&H PRINTING	400.00	413722	
OLMSTED-KIRK PAPER	550.55	413768	
CIT TECHNOLOGY FINANCING SERVICE	499.00	413866	1,449.55*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	3,224.38	413736	
PORT ARTHUR NEWS, INC.	1,531.99	413773	
UNITED STATES POSTAL SERVICE	5.41	413818	4,761.78*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	413714	
TIME WARNER COMMUNICATIONS	488.54	413792	524.54*
DATA PROCESSING			
GUARDIAN FORCE	36.00	413714	
OFFICE DEPOT	113.80	413767	
VERIZON WIRELESS	75.98	413815	
SHI GOVERNMENT SOLUTIONS, INC.	4,630.80	413822	
BARNES & NOBLE	271.93	413838	5,128.51*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	381.44	413767	
UNITED STATES POSTAL SERVICE	65.93	413818	
ELECTIONS DEPARTMENT			447.37*
HARBOR FREIGHT TOOLS	64.56	413749	
UNITED STATES POSTAL SERVICE	32.22	413818	
SIERRA SPRING WATER CO. - BT	32.16	413820	
DATA ID SYSTEMS	895.00	413860	
TOI A LINTON	11.45	413869	
ADRIAN TAYLOR	12.65	413888	
GERALD GORDON	6.90	413921	
DISTRICT ATTORNEY			1,054.94*
STAR GRAPHICS COPIERS, INC.	125.00	413790	
UNITED STATES POSTAL SERVICE	271.84	413818	
SHI GOVERNMENT SOLUTIONS, INC.	4,594.80	413822	
PACER SERVICE CENTER	65.90	413827	
CHILD ABUSE & FORENSIC SERVICES	250.00	413828	
DISTRICT CLERK			5,307.54*
OFFICE DEPOT	246.82	413767	
TRI-CITY COFFEE SERVICE	102.30	413797	
UNITED STATES POSTAL SERVICE	311.38	413818	
CRIMINAL DISTRICT COURT			660.50*
GAYLYN COOPER	600.00	413716	
SECOND AD JUD REGION	1,019.76	413783	
RENE MULHOLLAND	3,453.20	413798	
RENE MULHOLLAND	48.50	413799	
KEVIN S. LAINE	1,887.00	413806	
UNITED STATES POSTAL SERVICE	9.43	413818	
58TH DISTRICT COURT			7,017.89*
SECOND AD JUD REGION	1,019.76	413783	
UNITED STATES POSTAL SERVICE	.42	413818	
60TH DISTRICT COURT			1,020.18*
SECOND AD JUD REGION	1,019.75	413783	
136TH DISTRICT COURT			1,019.75*
SECOND AD JUD REGION	1,019.75	413783	
172ND DISTRICT COURT			1,019.75*
SECOND AD JUD REGION	1,019.75	413783	
252ND DISTRICT COURT			1,019.75*
JIMMY D. HAMM	900.00	413748	
OFFICE DEPOT	335.94	413767	
SECOND AD JUD REGION	1,019.75	413783	
UNITED STATES POSTAL SERVICE	130.70	413818	
JOEL WEBB VAZQUEZ	800.00	413846	
JAMES R. MAKIN, P.C.	4,637.50	413884	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	413887	
279TH DISTRICT COURT			8,418.89*
PHILLIP DOWDEN	325.00	413726	
LAIRO DOWDEN, JR.	650.00	413735	
ANITA F. PROVÓ	75.00	413777	
SECOND AD JUD REGION	1,019.75	413783	
LANGSTON ADAMS	75.00	413833	
KIMBERLY PHELAN, P.C.	75.00	413852	
TONYA CONNELL TOUPS	75.00	413862	
TERRENCE ALLISON	500.00	413896	

NAME	AMOUNT	CHECK NO.	TOTAL
TARA SHELANDER	75.00	413909	
DANE DENNISON	75.00	413910	
MELANIE AIREY	150.00	413915	3,094.75*
317TH DISTRICT COURT			
GAYLYN COOPER	325.00	413716	
DAVID GROVE	75.00	413719	
JACK LAWRENCE	325.00	413720	
LAIRO DOWDEN, JR.	325.00	413735	
TRAVIS EVANS	325.00	413737	
JIMMY D. HAMM	75.00	413748	
TERRENCE HOLMES	575.00	413751	
MARVA PROVO	1,325.00	413775	
MARVA PROVO	1,050.00	413776	
ANITA F. PROVO	1,675.00	413777	
ANITA F. PROVO	1,050.00	413778	
SECOND AD JUD REGION	1,019.75	413783	
KEVIN PAULA SEKALY PC	325.00	413784	
LEXIS-NEXIS	56.00	413819	
GLEN M. CROCKER	400.00	413824	
LANGSTON ADAMS	150.00	413833	
JOEL WEBB VAZQUEZ	325.00	413846	
JUDY PAASCH	2,323.90	413848	
COMMUNICATION AXESS ABILITY GROUP	225.00	413851	
MICHELLE R BRISTER	500.00	413855	
TONYA CONNELL TOUPS	150.00	413862	
RONALD PLESSALA	325.00	413867	
MICHAEL WALZEL	500.00	413873	
JONATHAN L. STOVALL	75.00	413883	
BRYAN E MCEACHERN PC	500.00	413905	
MATUSKA LAW FIRM	900.00	413908	
TARA SHELANDER	1,650.00	413909	
SARAH FRASHER	500.00	413913	
LAW OFFICE OF J SCOTT FREDERICK	75.00	413916	
GORDON D FRIESZ	1,075.00	413922	18,199.65*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	28.10	413818	28.10*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	1.20	413818	1.20*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	29.88	413767	
UNITED STATES POSTAL SERVICE	30.06	413818	59.94*
JUSTICE COURT-PCT 7			
AT&T	30.47	413789	30.47*
COUNTY COURT AT LAW NO.1			
SECOND AD JUD REGION	1,019.75	413783	1,019.75*
COUNTY COURT AT LAW NO. 2			
BRUCE W. COBB	500.00	413731	
SECOND AD JUD REGION	1,019.75	413783	
CHARLES ROJAS	250.00	413810	
UNITED STATES POSTAL SERVICE	16.02	413818	
DANIEL CLAYTON	250.00	413821	
CAROLYN WIEDENFELD	250.00	413830	
JOEL WEBB VAZQUEZ	250.00	413846	
C. HADEN CRIBBS JR., PC	250.00	413890	
SAMUEL & SON LAW FIRM PLLC	250.00	413911	
AMY TOMLINSON	850.00	413927	3,885.77*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS ASSOC. OF COUNTY COURT A LAW	35.00	413715	
COURT REPORTERS CERT BOARD	210.00	413734	
TERRENCE HOLMES	300.00	413751	
OFFICE DEPOT	38.22	413767	
SECOND AD JUD REGION	1,019.75	413783	
CHARLES ROJAS	300.00	413810	
UNITED STATES POSTAL SERVICE	10.40	413818	
JAMES R. MAKIN, P.C.	500.00	413884	
			2,413.37*
COURT MASTER			
SECOND AD JUD REGION	1,019.75	413783	
VERIZON WIRELESS	122.11	413815	
UNITED STATES POSTAL SERVICE	2.15	413818	
			1,144.01*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.66	413818	
			1.66*
SHERIFF'S DEPARTMENT			
FAST SIGNS, INC.	6.00	413739	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,125.00	413752	
NATIONAL SHERIFF'S ASSOCIATION	274.00	413764	
OFFICE DEPOT	925.18	413767	
AT&T	263.11	413789	
UNITED STATES POSTAL SERVICE	359.93	413818	
LOWE'S HOME CENTERS, INC.	126.08	413829	
SATCOM DIRECT COMMUNICATIONS INC	705.00	413874	
SAM'S CLUB DIRECT	95.38	413893	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	449.00	413907	
			5,328.68*
CRIME LABORATORY			
GUARDIAN FORCE	153.00	413714	
FED EX	94.74	413740	
FISHER SCIENTIFIC	168.24	413741	
OFFICE DEPOT	185.54	413767	
SANITARY SUPPLY, INC.	68.34	413781	
HENRY SCHEIN, INC.	240.54	413782	
VERIZON WIRELESS	151.96	413814	
AIRGAS SOUTHWEST	841.50	413865	
CAYMAN CHEMICAL COMPANY	85.00	413879	
JULIE HANNON	600.00	413901	
ATTAINIT	21,753.89	413926	
			24,342.75*
JAIL - NO. 2			
A&A EQUIPMENT	662.93	413708	
ACTION AUTO GLASS	256.00	413717	
TEEX	150.00	413725	
CITY OF BEAUMONT - WATER DEPT.	3,679.98	413729	
W.W. GRAINGER, INC.	368.96	413744	
HERNANDEZ OFFICE SUPPLY, INC.	2,001.21	413750	
JACK BROOKS REGIONAL AIRPORT	1,435.53	413753	
M&D SUPPLY	106.31	413757	
MCNEILL INSURANCE AGENCY	71.00	413759	
MOORE SUPPLY, INC.	250.67	413761	
RALPH'S INDUSTRIAL ELECTRONICS	47.07	413780	
SANITARY SUPPLY, INC.	3,385.77	413781	
SHERWIN-WILLIAMS	554.43	413786	
AT&T	941.64	413789	
WHOLESALE ELECTRIC SUPPLY CO.	109.68	413800	
CODE BLUE	1,920.00	413844	
HANDCUFF WAREHOUSE	89.94	413853	
BELT SOURCE	43.15	413856	
WORLD FUEL SERVICES	307.33	413877	
FIVE STAR CORRECTIONAL SERVICE	17,501.82	413880	
SUMMIT ELECTRIC SUPPLY	130.43	413895	
MATERA PAPER COMPANY INC	3,452.38	413899	
KROPP HOLDINGS INC	932.67	413903	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	231.75	413917	
			38,630.65*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	66.62	413815	
UNITED STATES POSTAL SERVICE	35.78	413818	102.40*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	686.39	413729	
GOLD CREST ELECTRIC CO., INC.	356.25	413743	
OFFICE DEPOT	86.61	413767	
OVERHEAD DOOR CO.	596.35	413769	
STAR GRAPHICS COPIERS, INC.	359.94	413790	
OAK FARM DAIRY	216.75	413805	
FLOWERS FOODS	81.48	413842	
BEN E KEITH FOODS	2,005.28	413843	
AUTOMATED LOGIC	437.00	413857	
SOUTHERN FOLGER DETENTION EQUIPMENT	2,572.32	413868	7,398.37*
CONSTABLE PCT 1			
TEXAS STATE UNIVERSITY SAN MARS	1,050.00	413788	
VERIZON WIRELESS	227.94	413815	
UNITED STATES POSTAL SERVICE	62.26	413818	1,340.20*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	413815	113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	413815	113.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	413815	
UNITED STATES POSTAL SERVICE	23.22	413818	137.19*
CONSTABLE PCT. 7			
OFFICE DEPOT	139.43	413767	
POSTMASTER	147.00	413774	
VERIZON WIRELESS	113.97	413815	400.40*
CONSTABLE PCT. 8			
KAY ELECTRONICS, INC.	91.69	413755	
VERIZON WIRELESS	113.97	413815	205.66*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	61.66	413818	
SAM'S CLUB DIRECT	745.80	413893	807.46*
HEALTH AND WELFARE NO. 2			
AT&T	30.47	413789	
TIME WARNER COMMUNICATIONS	81.10	413793	
TERRI WATSON	41.12	413858	
SAM'S CLUB DIRECT	1,566.92	413893	1,719.61*
ENVIRONMENTAL CONTROL			
AT&T	30.50	413789	30.50*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	413863	
CARDINAL HEALTH 110 INC	15,952.75	413902	19,725.75*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	72.00	413714	
CITY OF BEAUMONT - WATER DEPT.	9,921.22	413729	
COBURN'S, BEAUMONT BOWIE (1)	36.89	413732	
CONSOLIDATED ELECTRICAL DIST, INC.	305.95	413733	

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	6,785.80	413746	
ENTERGY	41,195.33	413747	
M&D SUPPLY	154.73	413757	
MCCOWN PAINT & SUPPLY OF TEXAS	123.82	413758	
MOORE SUPPLY, INC.	106.77	413761	
RITTER @ HOME	32.00	413779	
SANITARY SUPPLY, INC.	3,486.06	413781	
ACE IMAGEWEAR	346.08	413785	
AT&T	4,893.43	413789	
MSC SYSTEMS	87.50	413804	
ULTRA-CHEM, INC.	571.85	413834	
OTIS ELEVATOR COMPANY	2,756.00	413841	
CUSTOM FLOORING - VIDOR	200.00	413859	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	119.80	413917	
CLIMATEC LLC	1,150.54	413919	
			72,345.77*
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	36.24	413709	
GUARDIAN FORCE	324.00	413714	
CITY OF PORT ARTHUR - WATER DEPT.	1,156.48	413730	
METAL-MART	126.64	413760	
AT&T	1,560.41	413789	
TIME WARNER COMMUNICATIONS	300.30	413791	
SOLAR	194.72	413823	
TEXAS GAS SERVICE	157.24	413840	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	91.45	413871	
PARKER LUMBER	11.98	413881	
SUPPLYWORKS	1,697.25	413918	
GP INDUSTRIAL CONTRACTORS INC	2,000.00	413923	
			7,656.71*
MAINTENANCE-MID COUNTY			
ENTERGY	399.72	413746	
RITTER @ HOME	195.93	413779	
SANITARY SUPPLY, INC.	178.58	413781	
ACE IMAGEWEAR	28.51	413785	
BUBBA'S AIR CONDITIONING	202.50	413801	
			1,005.24*
SERVICE CENTER			
KINSEL FORD, INC.	300.96	413756	
M&D SUPPLY	94.03	413757	
MUNRO'S	39.45	413763	
PHILPOTT MOTORS, INC.	693.20	413771	
JEFFERSON CTY. TAX OFFICE	7.50	413811	
JEFFERSON CTY. TAX OFFICE	16.75	413812	
VERIZON WIRELESS	42.07	413815	
FIRST CALL	347.94	413832	
THE FRONT END SHOP	819.50	413837	
PETROLEUM SOLUTIONS, INC.	351.00	413845	
BUMPER TO BUMPER	97.21	413847	
AIRPORT GULF TOWING LLC	95.00	413854	
AMERICAN TIRE DISTRIBUTORS	850.26	413870	
LIBERTY TIRE RECYCLING LLC	77.39	413875	
MIGHTY OF SOUTHEAST TEXAS	122.48	413886	
SILSBEE FORD INC	383.38	413906	
			4,338.12*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	13.64	413818	
HILARY GUEST	120.94	413836	
			134.58*
			268,759.28**
MOSQUITO CONTROL FUND			
GREYHOUND PACKAGE EXPRESS	37.45	413723	
SUPERIOR TIRE & SERVICE	25.64	413724	
W.W. GRAINGER, INC.	377.85	413744	
JACK BROOKS REGIONAL AIRPORT	888.91	413753	
MUNRO'S	62.00	413763	
OFFICE DEPOT	122.78	413767	
			1,514.63**
J.C. FAMILY TREATMENT CT.			

NAME	AMOUNT	CHECK NO.	TOTAL
JUDY PAASCH	50.00	413848	50.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,006.54	413900	2,006.54**
JUVENILE TJPC-A-2014-123			
VERIZON WIRELESS	32.07	413815	32.07**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	32.40	413815	32.40**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	583.00	413754	
PEGASUS SCHOOL	4,443.30	413770	
CHRISTAL CHANNELL	11.50	413925	5,037.80**
COMMUNITY SUPERVISION FND			
VERIZON WIRELESS	121.01	413815	
UNITED STATES POSTAL SERVICE	91.96	413818	212.97**
JEFF. CO. WOMEN'S CENTER			
VERIZON WIRELESS	32.07	413815	32.07**
COUNTY CLERK - RECORD MGT			
CDW COMPUTER CENTERS, INC.	250.91	413809	250.91**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	208.97	413815	208.97**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	45.41	413757	
VERIZON WIRELESS	37.99	413815	83.40**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	413904	10,500.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,440.00	413721	
LJA ENGINEERING INC	15,098.53	413892	
SHEPLEY BULFINCH	10,239.20	413920	26,777.73**
AIRPORT FUND			
VERIZON WIRELESS	75.98	413815	
UNITED STATES POSTAL SERVICE	.42	413818	
MEGAN LANDRY	364.22	413914	440.62**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP	8,722.04	413924	8,722.04**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,265.69	413849	10,265.69**
SHERIFF'S FORFEITURE FUND			
ORANGE COUNTY ASSOCIATION FOR	3,600.00	413802	
NIGHT FLIGHT CONCEPTS INC	330.00	413889	3,930.00**
CNTY & DIST COURT TECH FD			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	227.96	413815	227.96**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	120.78	413753	
OFFICE DEPOT	20.79	413767	
RITTER @ HOME	43.98	413779	
VERIZON WIRELESS	341.91	413816	527.46**
ASAP - CONSTABLE PCT 8			
KAY ELECTRONICS, INC.	78.00	413755	78.00**
			390,593.19***



# 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:

**13th Annual Harvest of Hope for Catholic Charities of Southeast Texas**  
 In honor of Dr. Mark J. Kubala and in loving memory of Betty Fertitta Kubala

**WHEREAS**, each day of the year, Catholic Charities helps hundreds of people in Southeast Texas and makes a definite impact on the clients served by providing seven programs to people in need, and that assistance is based solely on need, not on religious affiliation, race, or any other factor and, during the last fiscal year, Catholic Charities served 4,100 unduplicated individuals; and

**WHEREAS**, Catholic Charities serves the hungry through the Hospitality Center, serving an average of 120 people daily where 44,146 meals were served in the fiscal year ending June 30, 2015 while comforting grieving children who have had the unfortunate experience of the death of a parent, brother, or sister through the Elijah's Place program; and

**WHEREAS**, Catholic Charities helps the working poor, victims of domestic violence, the elderly, and the disabled through the Counseling Services program, Immigration Legal Assistance program, and provides financial education through the Asset Building Case Management program; and

**WHEREAS**, Catholic Charities offers supportive case management and emergency financial assistance to those in distress due to personal tragedies, as well as natural or man-made disasters through the Disaster Response program; and lends support and training resources to local church leaders and members attempting to organize local social justice ministries and community services through the Parish Social Ministry program;

**THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas does hereby proclaim Thursday, November 12, 2015 as Harvest of Hope for Catholic Charities of Southeast Texas Recognition Day, and we encourage our citizens to support the 13th Annual Harvest of Hope which benefits and supports the programs and mission of Catholic Charities of Southeast Texas.

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



# 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 **2nd** day of **November, 2015**, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Proclamation was adopted:

## ALZHEIMER'S AWARENESS DAY

**WHEREAS**, Alzheimer's disease is the most common form of dementia and is currently a progressive and irreversible disease; and,

**WHEREAS**, over 5 million Americans of all ages are living with Alzheimer's today and about 473,000 people develop the disease every year; and

**WHEREAS**, of Americans aged 65 and over, 1 in 8 has Alzheimer's, and 1 in 3 people aged 85 and older has the disease, and women in their 60's are about two times more likely to develop Alzheimer's disease than they are to develop breast cancer; and

**WHEREAS**, there are more than 15 million caregivers in the United States providing daily comfort and care for people with Alzheimer's, and

**WHEREAS**, there are approximately 140,000 people in Southeast Texas affected by Alzheimer's or a related dementia; and

**WHEREAS**, the Alzheimer's Association is the leading resource for people living with the disease and their caregivers, providing care consultation, referrals, and a broad range of comprehensive caregiver resources for information and education;

**WHEREAS**, the vision of the Alzheimer's Association is a world without Alzheimer's and, awareness and research are our hope for achieving this vision;

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Jefferson County does hereby proclaim Tuesday, November 17, 2015, as "Alzheimer's Awareness Day" in the Jefferson County and we encourage all citizens to support the Family Portrait Luncheon and the mission of the Alzheimer's Association, Houston and Southeast Texas Chapter.

SIGNED this **2nd** day of November, **2015**.

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**JUDGE JEFF R. BRANICK**  
County Judge

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**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

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

**AGENDA ITEM****November 2, 2015**

Receive and File Statement and Oath of Office for Vernon Pierce, newly appointed Commissioner of the Sabine- Neches Navigation District.

Form #2201 Rev. 01/2015

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Jenna Pierce, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Commissioner, Sabine Neches Navigation District

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 10.21.2015

Jenna Pierce  
Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, VERNON PIERLZ, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Commissioner, Sabine Neches Navigation Dist  
of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

Vernon Pierlz  
Signature of Officer

State of Texas )  
County of Jefferson )

Sworn to and subscribed before me  
this

21st day of October, 20 15.

(seal)

Signature of Notary Public or Other Officer  
Administering Oath

JEFF R. BRANICK, COUNTY JUDGE  
Printed or Typed Name



## **AGENDA**

**November 2, 2015**

**Receive and file executed renewal of Amended Professional Services Agreement between Jefferson County, Texas and Tim Richardson for consulting work related to the BP Deepwater Horizon restoration funding.**

**AGENDA ITEM****October 12, 2015**

Consider, possibly approve and authorize the County Judge to execute a renewal of the Amended Professional Services Agreement between Jefferson County, Texas and Tim Richardson for consulting work related to the BP Deepwater Horizon restoration funding.

## AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

### **I. SCOPE OF AGREEMENT**

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

### **II. RESPONSIBILITIES OF THE PARTIES**

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
  - Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
  - Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
  - Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
  - Take the lead with preparation of materials for these groups;
  - Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
  - Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2015 and expire on September 30, 2016 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

#### V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

- G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

## VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

### B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

## VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

**Jeff Branick, Judge, Jefferson County;** [jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us) ; office: 409-835-8466.

**Tim Richardson, consultant,** [tlrs@rcn.com](mailto:tlrs@rcn.com); office: 301-770-6496; mobile 202-352-1269.

### VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

### IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

### X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

### XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the County, to:  
Honorable Jeff Branick  
Jefferson County  
County Court House  
1149 Pearl Street  
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson  
6707 Old Stage Road  
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

## **XII. GOVERNING LAW / VENUE**

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

## **XIII. AGENCY**

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

**XIV. ENTIRE AGREEMENT / SEVERABILITY**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XV. WAIVER**

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

**XVI. EQUAL OPPORTUNITY**

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

**XVII. MISCELLANEOUS**

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

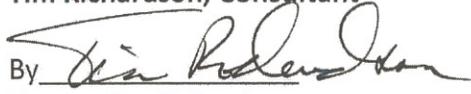
cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County  
By   
Name: Jeff Branick  
Title: Judge  
EIN \_\_\_\_\_

Date 10/12/15

Tim Richardson, Consultant  
By   
Name: Tim Richardson  
EIN 370-60-3504

Date 10/22/15

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

  
Signature of Consultant                      10/21/15  
Date



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

## A RESOLUTION TO CAST VOTES IN THE ELECTION OF THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY APPRAISAL DISTRICT AS PROVIDED BY SECTION 6.03 OF THE TAX CODE

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**, the Jefferson County Appraisal District is governed by a board of five directors who serve two-year terms beginning on January 1 of even- numbered years: and,

**WHEREAS**, members of the board of directors are nominated and appointed by vote of the governing bodies of the taxing units served by the district; and,

**WHEREAS**, Jefferson County is entitled to cast votes based on a formula provided in Section 6.03 of the Tax Code.

**NOW THEREFORE, BE IT RESOLVED** that Commissioners Court of Jefferson County, Texas casts its votes in the election of the board of directors of Jefferson County, Appraisal District as follows:

Allison Nathan Getz 866

Eugene Landry \_\_\_\_\_

Charles Lankford \_\_\_\_\_

Dr. Louis Reed \_\_\_\_\_

C.L. Sherman \_\_\_\_\_

**BE IT FURTHER RESOLVED** that the County Judge is hereby directed to submit this Resolution to the Chief Appraiser before December 15, 2015.

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

**AGENDA ITEM****November 2, 2015**

Consider, possibly approve, authorize the County Judge to execute and receive and file an Easement for Road Access from Jefferson Water Control & Improvement District No. 10 to Jefferson County, Texas for road access within and easement.

**EASEMENT FOR ROAD ACCESS**

**DATE:**                    9-17-15, 2015

**GRANTOR:**                Jefferson County Water Control & Improvement District No. 10

**GRANTOR'S MAILING ADDRESS:**    3707 Central Boulevard  
Nederland, Texas 77627  
(Jefferson County)

**GRANTEE:**                Jefferson County, Texas

**GRANTEE'S MAILING ADDRESS:**    1149 Pearl Street  
Beaumont, Texas 77701  
(Jefferson County)

**EASEMENT PROPERTY:**

Grantor owns that certain tract or parcel of land attached hereto as **Exhibit "A"** (the "Property") which includes an area being ten feet (10') in width which is more fully described on **Exhibit "B"** and depicted on the map as **Exhibit "C"** attached hereto and incorporated herein for all purposes (the "Easement").

**EASEMENT PURPOSE:**

To provide road access within the Easement, over and across the Property giving pedestrian or vehicular access for Grantee and the general public for free and uninterrupted ingress to and egress along Price Street within Jefferson County, Texas and to provide Grantee with areas necessary for roadways and related improvements, commonly known as Price Street and Spurlock Road (the "Roadways").

**DURATION OF EASEMENT:**

The duration of the Easement is fifty (50) years.

**CONSIDERATION:**

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and the agreement by Grantee to undertake any and all maintenance of the Roadways and related improvements within the Easement.

## **RESERVATIONS FROM AND EXCEPTIONS TO EASEMENT RIGHTS:**

Grantee specifically acknowledges that Grantor has installed an operating six (6") inch waterline as depicted on **Exhibit "C"** within the Easement (the "Waterline"). Grantee has accepted this Easement subject to that specific Waterline and acknowledges that no improvements within the Easement shall be constructed which in any manner inhibit the conditional and uninterrupted use and access of Grantor to its Waterline which is required for utility service to its customers. Additionally, Grantee takes subject to all encumbrances of record, and easements, rights-of-way and prescriptive rights, whether of record or not, that affect the Property.

## **GRANT OF EASEMENT:**

Grantor, for the Consideration and subject to the Reservations from Exceptions to Easement Rights (described above), conveys to Grantee, its successors and assigns an easement over, on, and across the Property for the Easement Purpose together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and its successors and assigns for the term of the Easement. Grantor binds Grantor and its successors and assigns to warrant and forever defend the title to the Easement in Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Exceptions to Easement Rights to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this Agreement:

1. ***Character of Easement.*** The Easement is irrevocable for the term of the Easement. The Easement is for the benefit of Grantee, its successors and assigns which at any time are using the Roadway.
2. ***Reservation of Rights.*** Grantor reserves for Grantor, its successors and assigns the right to continue to use and enjoy the surface of the Property and Easement for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement purpose. Grantor reserves for Grantor, its successors and assigns the right to use all or part of the Easement in conjunction with Grantee and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Agreement.
3. ***Improvements to Easement or Property.*** (a) Grantor may make uses and improvements within the Easement as necessary for use of its adjacent property including but not limited to the construction of driveways and ingress and egress improvements as necessary for the design, development, construction, use, operation and maintenance of Grantor facilities including emergency management and fire protection. Any cost associated with Grantor's use of the Easement shall be at its sole cost and expense. (b) In constructing any surface improvements on the Easement, including driveways or ingress and egress improvements, Grantor shall design and construct such improvements with drainage facilities, including but not limited to culverts, as necessary to maintain the current drainways in, on or along the Easement. (c) If Grantee wishes to improve the Easement or to make other improvements in and along the Property in furtherance of the rights and benefits conferred by this Agreement, Grantee shall do so at its sole cost and expense save and except if it provides prior notice to the Grantor, and Grantor agrees to share costs of improvements to the Easement or the Property. Upon any agreement to share costs proposed for improvements to the Easement or the

Property, Grantor and Grantee agree to negotiate in good faith to determine the proportionate share of any such cost of improving or maintaining the Easement and Property as necessary and beneficial to accomplish the Easement purpose. (d) Grantee shall not be entitled to construct any additional surface drainage improvements in, on or along the Easement, and Grantee agrees that should any additional drainage improvements be required for in, on or along the Easement, Grantee shall make all such drainage improvements underground with appropriately designed and constructed surface drainage inlets.

4. ***Equitable Rights of Enforcement.*** This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

5. ***Attorney's Fees.*** If any party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

6. ***Binding Effect.*** This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

7. ***Choice of Law.*** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Jefferson County, Texas.

8. ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. ***Waiver of Default.*** It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

10. ***Further Assurances.*** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this agreement.

11. ***Indemnity.*** Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.

12. ***Integration.*** This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth herein.

13. ***Legal Construction.*** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the

Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. **Notices.** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. **Recitals.** Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive Agreement.

16. **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

EXECUTED THIS 17 DAY OF September, 2015.

GRANTOR:

**Jefferson County Water Control  
& Improvement District No. 10**

By: *Stephen Savant*  
President

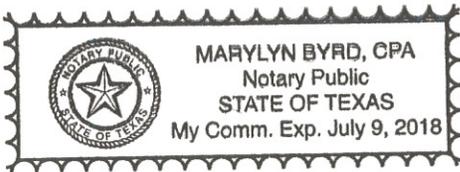
GRANTEE:

**Jefferson County, Texas**

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

THE STATE OF TEXAS §  
  §  
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of September, 2015, by Stephen Savant, President of the Jefferson County Water Control & Improvement District No. 10, who acknowledged to me that the foregoing instrument was executed as the act and deed of the Jefferson County Water Control & Improvement District No. 10, for the purposes and consideration expressed therein, and in witness thereof, I hereunto set my hand and official seal.



*Marylyn Byrd*  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015, by Jeff Branick, Jefferson County Judge, who acknowledged to me that the foregoing instrument was executed as the act and deed of Jefferson County, Texas, for the purposes and consideration expressed therein, and in witness thereof, I hereunto set my hand and official seal.

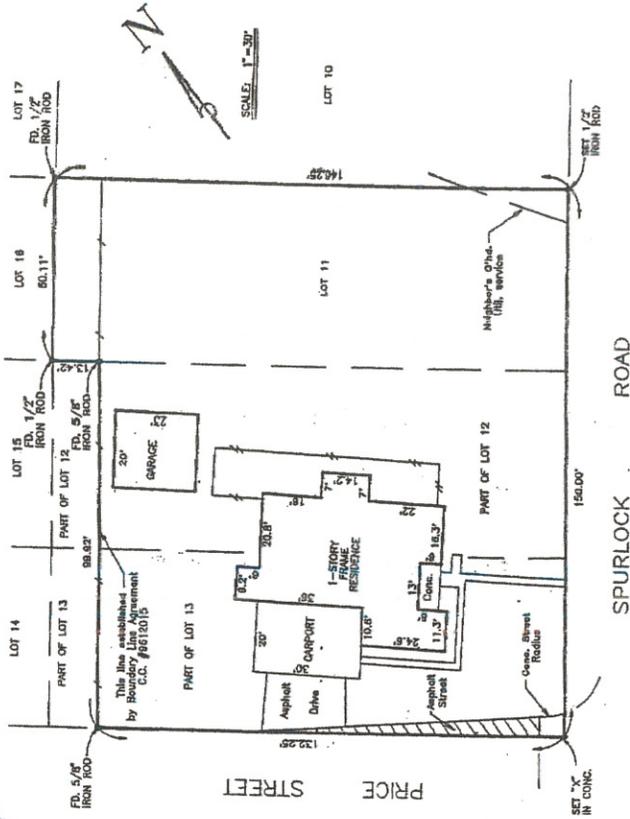
-----  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

?????????

FROM-HIGHTON/THE LAWYERS

T-017 P. 04/04 F-041



I certify that the above is a plat of a tract of land, known as 2024 Spurlock Road, Nederland, Texas 77627, the property of Robert A. Harver, as surveyed by me, and being more fully described as Lots Numbered Eleven, Twelve and Thirteen (11, 12 & 13) of the E. N. PRICE Subdivision in Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Volume 4, Page 79 Map Records of Jefferson County Texas, SAVE AND EXCEPT from Lots Twelve and Thirteen (S&E pt. of 12 & 13) that portion of a 0.2130 acre tract as described in Boundary Line Agreement filed 4-23-1996 under County Clerk's File No. 9612015 Official Public Records of Real Property Records of Jefferson County, Texas. Note encroachments as shown. Mobile home and fence not shown per Owner's request.



*Harold F. Locke*  
 Harold F. Locke, R.P.L.S.  
 211 N. 14th Street  
 Nederland, Texas 77627

July 8, 2003

EXHIBIT A





**ALLISON NATHAN GETZ**  
TAX ASSESSOR-COLLECTOR



**TERRY WUENSCHEL**  
CHIEF DEPUTY

October 19, 2015

Patrick Swain  
County Auditor  
Jefferson County  
Beaumont, TX

Dear Patrick:

Attached is the **2015 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Allison Nathan Getz".

ALLISON NATHAN GETZ, PCC  
Assessor-Collector of Taxes  
Jefferson County, Texas

ANG:db

Attachment

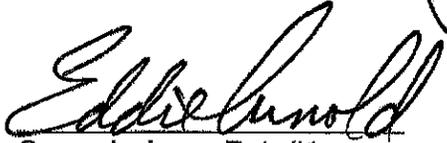
cc: Fran Lee

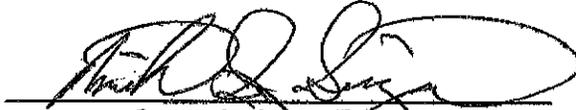
grandop.ltr.15

**RESOLUTION**

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2015 TAX ROLL THIS 26<sup>TH</sup> DAY OF OCTOBER, 2015.

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

  
\_\_\_\_\_  
Commissioner Pct. #1

  
\_\_\_\_\_  
Commissioner Pct. #3

  
\_\_\_\_\_  
Commissioner Pct. #2

  
\_\_\_\_\_  
Commissioner Pct. #4

Sworn to and subscribed before me, the undersigned authority, this 26<sup>TH</sup> day of OCTOBER, 2015.

  
\_\_\_\_\_  
CAROLYN GUIDRY, County Clerk



10/09/2015 04:18 pm  
tc502\_juris\_summary.rep v1.10  
Request Seq.: 2007457

Tax Collection System - JEFFERSON COUNTY  
Certified Roll Jurisdiction Summary  
Processing For Tax Year: 2015 County Code: ALL Tax Unit: ALL

Jurisdiction:		1 JEFFERSON COUNTY			
Total Parcels:	151,800	Tax Rate:	0.3650000	Opt Hom:	0.2000000
Market Value:	31,713,964,391	State Hom:	0	Opt O65:	40,000
		State O65:	0	Opt Disabled:	0
		Disabled:	40,000		
AG Exclusion Count:	3,890	AG Exclusion Amt:	320,205,838		
Timber Exclusion Count:	430	Timber Exclusion Amt:	19,092,165		
HS Capped Count:	1,384	HS Capped Amt:	10,717,667		
Assessed Value:	31,363,948,701				
Prorated-Excy Count/Amt:	6,920	1,399,770,362	Pro Charitable Functions Count/Amt:	34	4,915,010
100% Exempt Vet Count/Amt:	440	46,925,266	Charitable Org Count/Amt:	1	69,020
Pro Youth Associations Count/Amt:	20	5,149,250	Low Income Housing Count/Amt:	2	2,890,980
Prorated-Excd Count/Amt:	5	2,209,400	Abatement Count/Amt:	12	1,428,041,214
Pro Schools Count/Amt:	85	42,270,350	Pollution Control Count/Amt:	174	1,439,761,489
Pro Misc Exempts Count/Amt:	129	6,496,543	Goods In Transit Count/Amt:	1	31,437,470
Prorated-Extra Count/Amt:	15	1,985,476	Hb366 Count/Amt:	124	31,200
State Homestead Count:	0	State Homestead Amt:	0		
Local Homestead Count:	53,354	Local Homestead Amt:	1,150,082,352		
State Over 65 Count:	0	State Over 65 Amt:	0		
Local Over 65 Count:	18,161	Local Over 65 Amt:	673,083,025		
Surviving Spouse Count:	128	Surviving Spouse Amt:	4,815,350		
Disabled Count:	4,407	Disabled Amt:	155,720,787		
Total VET Count:	1,122	Total VET Amt:	10,657,025		
*VET Surviving Spouse Count:	34	*VET Surviving Spouse Amt:	327,120		
*Included in the Total VET Count/Amt					
Partial Exempt Values:	1,994,358,519				
Taxable Value:	24,357,336,652				
Total Levy Amt:	90,496,267.24				
Late AG Penalty Count:	111	Late AG Penalty Amt:	2,292.68		
Late Rendition Penalty Count:	3,353	Late Rendition Penalty Amt:	90,040.90		
Frozen Account Count:	21,817				
Frozen Homestead Value:	2,155,184,722				
Frozen Taxable Value:	919,330,341				
Unfrozen Levy Amt:	3,355,555.11				
Frozen Levy Amt:	2,668,965.46				
Frozen Levy Loss Amt:	686,589.65				
Total Non-Exempt Parcel Count:	151,800				



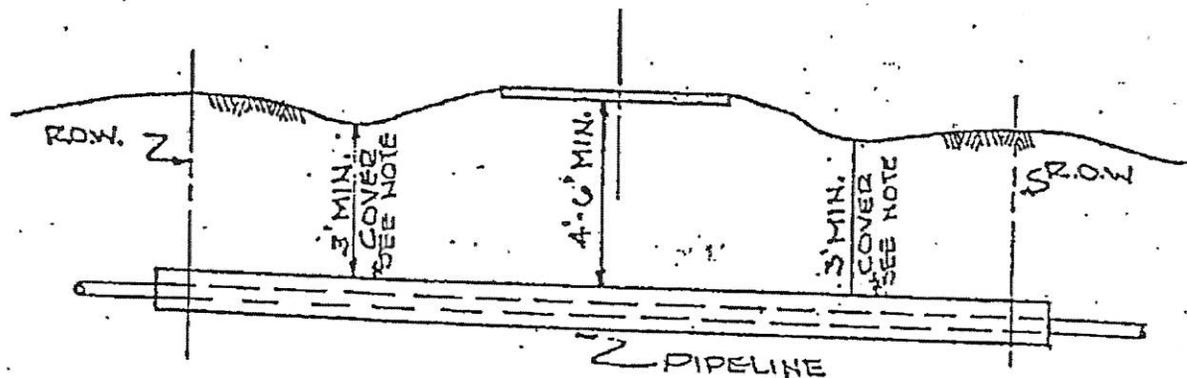
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>2</u> road crossing @ \$100.00 _____	\$ <u>N/A</u>	(AT&T)
_____ miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u>	
TOTAL _____	\$ <u>N/A</u>	

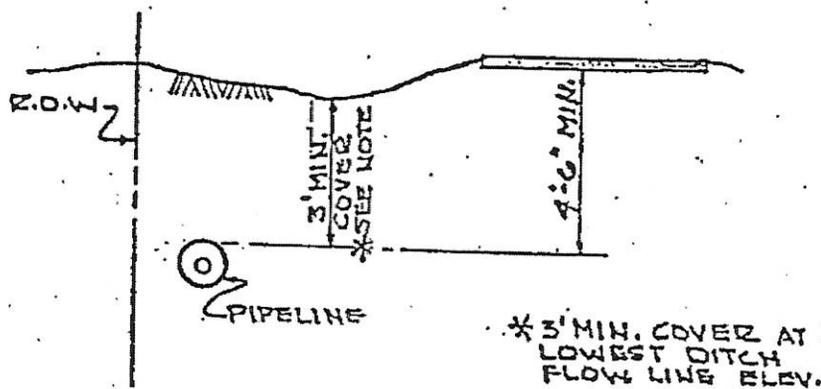
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0" OUTSIDE R.O.W. EACH  
SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79   NO SCALE

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

*Wendell M. Rao*  
Director of Engineering

10/27/15  
Date

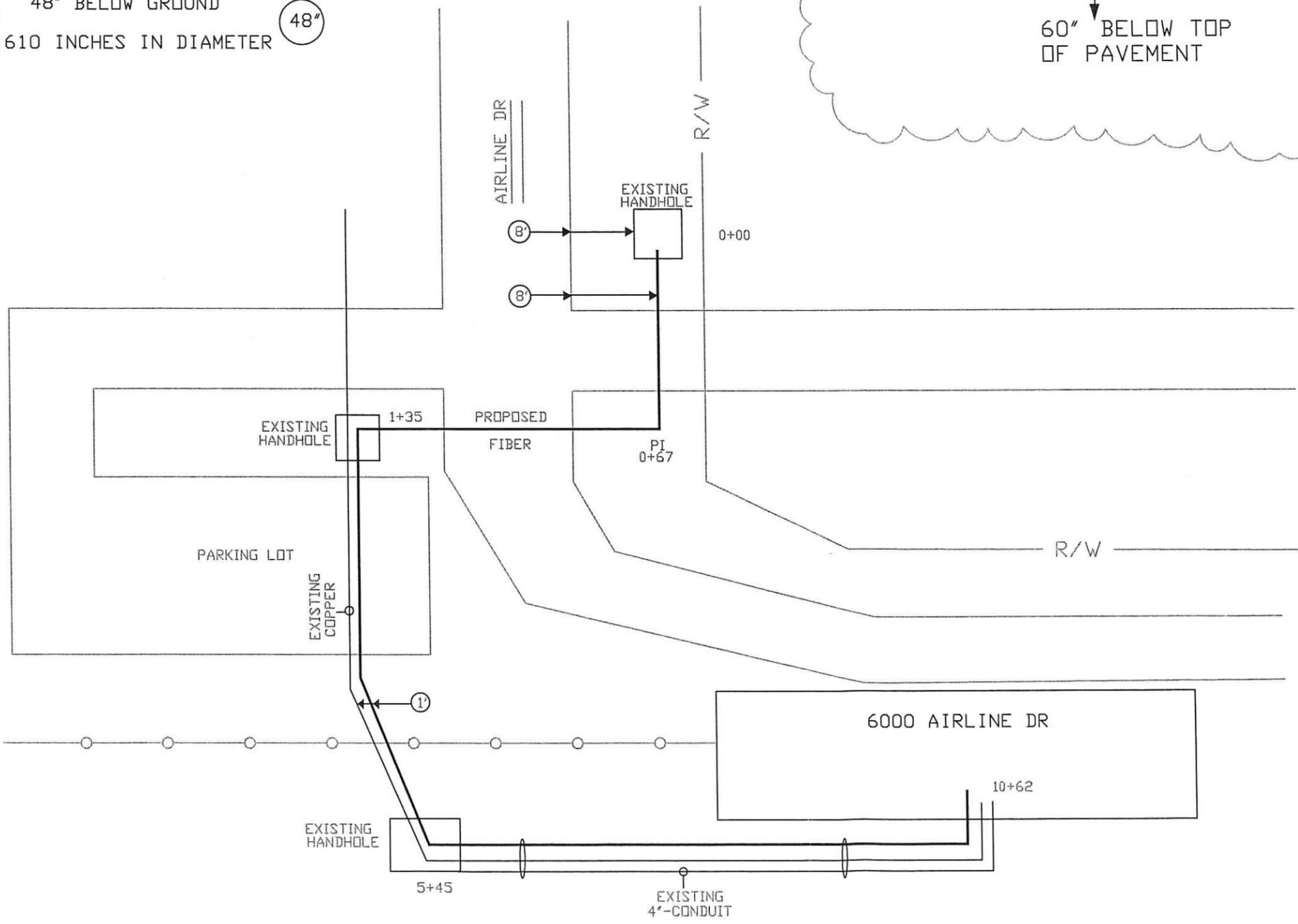
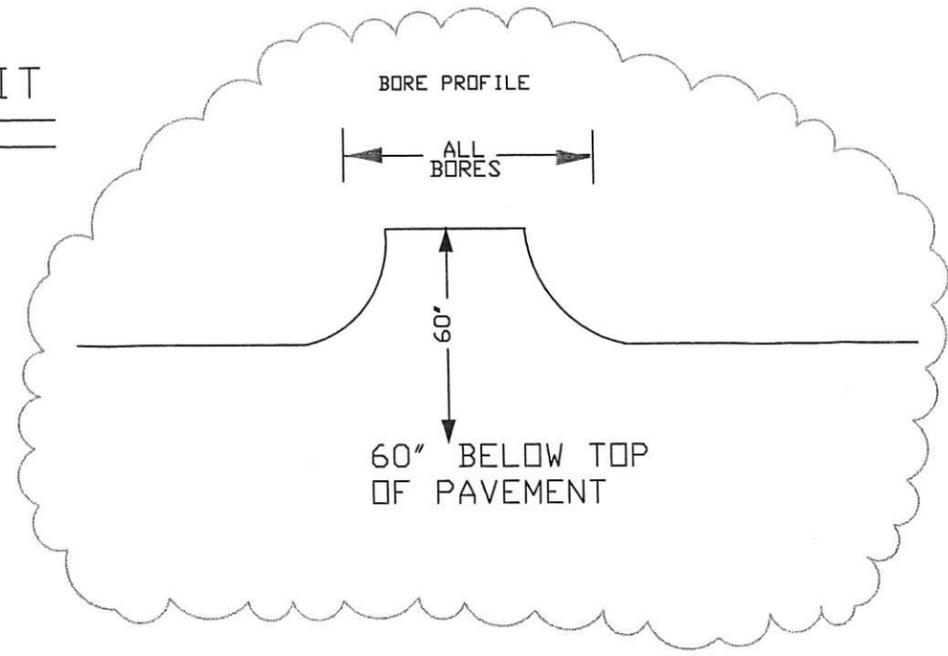
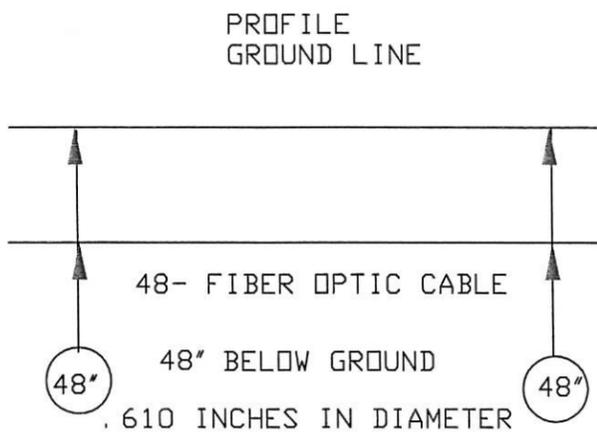
## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

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

JEFFERSON COUNTY PERMIT



SPECIAL CIRCUITS	N	<p>NORTH ARROW</p>
6203 FORWARDED	N	
PERMIT REQUIRED	Y	
OPERATING RANGE OF JOB STEPS		
TASK	_____	TO _____
MFRC 845C		
TRANSMISSION ZONE		
RZ 0	CZ 9	TAPER CODE 336702
CAUTION HIGH VOLTAGE		
KV 7.60	AERIAL Y	BURIED N
HIGHWAY PERMIT NO.		
Utility CO ECSI - ENTERGY GULF STATES, INC.		
REP NAME CHRIS HUTCHERSON		
REP TEL NO. (409) 785-2134		
POLE CONTACTS (+) 0 (-) 0		
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0 (-) 0		
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0 (-) 0		
PROJECT NO A009269		
TOT.PRINTS 9	PRINT NO. 101	
NPA/NNX: 409-722	PRT: 409722	
EXCH. NEDERLAND		
TAX DIST. JE063		
GEO LOC. W77722		
ENGR. DR	DRAWN DR	
TELEPHONE NO. (409) 839-6123		
REC. REF. 397-310-57		
MAP REF. 523-A7		
SCALE NONE		
ISSUE DATE 10/22/2015		
PROJ TITLE 6000 AIRLINE DR IPAG F		
REV. NUMBER		
DATE REV.		

--Proprietary--  
Not for use or disclosure outside the AT&T companies except under written agreement.

**Special, November 02, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, November 02, 2015