

REGULAR, 9/5/2013 9:30:00 AM

BE IT REMEMBERED that on September 05, 2013, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
September 05, 2013

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
September 05, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **9:30 AM**, on the **05th** day of **September 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 10:00 a.m. – To discuss the status of Hurricane Ike Round 1 Disaster Grant Funding.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 09-119/KJS), Term Contract for Paper Stock and Envelopes for Jefferson County with Olmsted Kirk Paper, Co. and Scott-Merriman, Inc. for a fourth additional (1) one year renewal from September 6, 2013 to September 5, 2014. Proposed price increases are shown on Attachment A. These price increases are due to increased mill costs.

SEE ATTACHMENTS ON PAGES 8 - 12

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and possibly approve Change Order # 1 for (IFB 13-007/JW), Bridge Replacement on Lawhon Road at Green Pond Gully with Tom-Mac, Inc. for an increase of \$31,818.00 to remove Item 01102002 Excavation (Channel), 133.00 cubic yards at a cost of \$1,995.00 and replace with Item 01102002 Excavation (Channel), 2,652 cubic yards at a cost of \$33,813.00, bringing total contract to \$623,655.20. The days of completion will not change.

SEE ATTACHMENTS ON PAGES 13 - 13

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COMMISSIONERS COURT:

3. Consider and possibly authorize the County Judge to execute an Amended Inter-local Agreement between Jefferson County, Texas and Jefferson County Drainage District No. 6 regarding the construction of the Lawhon Road Bridge.

SEE ATTACHMENTS ON PAGES 14 - 16

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
September 05, 2013*

4. Consider and possibly authorize the County Judge to execute GLO Contract No. 13-242-000-7440, CEPR Award 1530 for restoration work on the McFaddin NWR Beach Ridge.

SEE ATTACHMENTS ON PAGES 17 - 54

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

5. Consider and approve a Resolution authorizing County Grant to Nutrition and Services for Seniors for fiscal year 2013-2014. Resolution allows Nutrition and Services to apply for matching grant funds with the State of Texas.

SEE ATTACHMENTS ON PAGES 55 - 55

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 renewal of interlocal agreement with Port Arthur Independent School District for the Absent Student Assistance Project (ASAP). The contract period is 10/1/2013 - 9/30/2014.

SEE ATTACHMENTS ON PAGES 56 - 62

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

7. Receive and file renewal of interlocal agreement with Port Arthur Independent School District for the Absent Student Assistance Project (ASAP). The contract period is 10/1/2013 - 9/30/2014.

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
September 05, 2013

8. Authorize the County Judge to execute a SAVNS Maintenance Grant Contract between the County and Texas Attorney General (OAG Contract No. 1445873). Contract is for reimbursement of Victim Notification Service.

SEE ATTACHMENTS ON PAGES 63 - 83

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:

9. Consider and approve budget transfer - Juvenile Detention - additional cost for repairs.

120-3064-424-4009	BUILDINGS AND GROUNDS	\$10,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$10,000.00

SEE ATTACHMENTS ON PAGES 84 - 84

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

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

120-3065-425-5077	CONTRACTUAL SERVICE	\$500.00	
120-3065-425-4052	POSTAGE		\$500.00

SEE ATTACHMENTS ON PAGES 85 - 85

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

11. Consider and approve budget transfer - Agriculture - replace two cost-share computers.

120-4071-461-6002	COMPUTER EQUIPMENT	\$1,350.00	
120-4071-461-3084	MINOR EQUIPMENT		\$1,350.00

*Notice of Meeting and Agenda and Minutes
September 05, 2013*

SEE ATTACHMENTS ON PAGES 86 - 86

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

12. Consider and approve budget transfer - Correctional Facility - replace boiler in Q dorm.

120-3062-423-6014	BUILDINGS AND STRUCTURES	\$15,000.00	
120-3062-423-1044	DETENTION OFFICERS		\$15,000.00

SEE ATTACHMENTS ON PAGES 87 - 87

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

13. Receive and file Financial and Operating Statements for the Month Ending July 31, 2013.

SEE ATTACHMENTS ON PAGES 88 - 99

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

14. Regular County Bills - check #384155 through check #384419.

SEE ATTACHMENTS ON PAGES 100 - 109

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

Other Business:

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

Notice of Meeting and Agenda and Minutes
September 05, 2013

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

Jeff R. Branick
County Judge

Attachment A

IFB 09-119/KJS

**Term Contract for Paper Stock & Envelopes for Jefferson County
Awarded September 8, 2009**

First Renewal: 09-08-10 – 09-07-11

Second Renewal: 09-08-11 – 09-07-12

Third Renewal: 09-07-12 – 09-06-13

Proposed Price Increases

Item	Description	Manufacturer & Brand	Vendor	Unit Price Per M	PROPOSED PRICE INCREASES
Paper Stock					
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$6.42	
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$6.88	
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$8.73	
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$13.72	
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	Hammermill	Olmsted-Kirk	\$10.87	
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	Hammermill	Olmsted-Kirk	\$13.81	
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4	Fore MP	Olmsted-Kirk	\$8.46	
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Fore MP	Olmsted-Kirk	\$11.37	
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Fore MP	Olmsted-Kirk	\$8.46	
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Fore MP	Olmsted-Kirk	\$11.37	
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Royal Cotton	Olmsted-Kirk	\$17.00	\$17.84
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	Royal Cotton	Olmsted-Kirk	\$21.62	\$22.70

ATTACHMENT A (Continued)

					PROPOSED PRICE INCREASES
Card Stock					
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Springhill	Olmsted-Kirk	\$16.79	
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Springhill	Olmsted-Kirk	\$17.76	
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	Hammermill	Olmsted-Kirk	\$12.98	
16	8½x14 100 lb. manila Springhill tag	Springhill	Olmsted-Kirk	\$46.57	
17	8x8 110 lb. Springhill index white	Springhill	Olmsted-Kirk	\$27.36	
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11	Exact Ice	Olmsted-Kirk	\$11.12	
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	AstroBright	Olmsted-Kirk	\$15.76	\$16.17
20	#80 8½x11 Classic Crest Avon Brilliant White	Classic Cres	Olmsted-Kirk	\$63.98	\$69.00
21	#80 8½x11 Classic Crest Avon Ivory	Classic Cres	Olmsted-Kirk	\$63.98	\$69.00
Envelopes					
22	24 lb. catalog envelopes 10"x13" white woven	OKCO	Olmsted-Kirk	\$67.35	
23	28 lb. white catalog envelopes 9"x12"	OKCO	Olmsted-Kirk	\$60.22	
24	15"x10" brown kraft gummed flap document env. 32#	OKCO #38	Olmsted-Kirk	\$197.21	\$220.00
25	#9 window envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$18.93	
26	#9 regular envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$16.27	
27	#10 window env. – 24 lb. white wove (hard boxes)	OKCO	Olmsted-Kirk	\$18.93	
28	#10 regular env. – 24 lb. white wove (hard boxes)	OKCO	Olmsted-Kirk	\$16.27	
29	#11 window envelopes – 28 lb. white wove	OKCO	Olmsted-Kirk	\$42.79	
30	#11 regular envelopes – 28 lb. white wove	OKCO	Olmsted-Kirk	\$35.36	
31	#12 window envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$51.83	\$51.90
32	#12 regular envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$45.36	
33	#10 brown kraft envelopes – 28 lb.	OKCO	Olmsted-Kirk	\$35.53	\$58.75
34	#12 brown kraft envelopes – 28 lb.	OKCO	Olmsted-Kirk	\$63.17	

ATTACHMENT A (Continued)

					PROPOSED PRICE INCREASES
35	#14 brown kraft envelopes – 28 lb.	OKCO	Olmsted-Kirk	\$69.56	\$90.00
36	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Springhill	Olmsted-Kirk	\$31.61	
No Carbon Required Paper					
37	8½x11 CFB white-black image long grain	Superior	Olmsted-Kirk	\$26.95	
38	8½x14 CFB white-black image long grain	Superior	Olmsted-Kirk	\$34.24	
39	8½x11 2-part black image carbonless reverse collated	Superior	Olmsted-Kirk	\$19.80	
40	8½x11 Mead 3-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$22.25	
41	8½x11 Mead 4-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$23.86	
42	8½x11 Mead 5-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$24.50	
43	8½x14 Mead 2-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$25.25	
44	8½x14 Mead 3-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$28.33	
45	8½x14 Mead 4-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$30.30	
46	8½x14 Mead 5-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$31.20	
47a	8½x11 Astro Bright Cover and text	60T	Olmsted-Kirk	\$15.76	\$16.17
47b	8½x11 Astro Bright Cover and text	65C	Olmsted-Kirk	\$31.19	\$32.02
Specialty Paper					
48	14" Vital Records Bank Note Paper		Scott Merriman	\$750.00	
49	36 lb. Security Paper, 8½x11 Certified Birth Certificate		Scott Merriman	\$600.00	
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock		Scott Merriman	\$187.50	

Olmsted-Kirk Paper Co.

9565 W. Wingfoot
Houston, TX 77041
Attn: Anne Wormall
Phone: 713-868-1531 Fax: 713-868-4218

Scott-Merriman, Inc.

11212 Goodnight Lane, #200
Dallas, TX 75229
Attn: Jeff Biggs
Phone: 800-648-7022 Fax: 972-484-8908
scott-merriman@sbcglobal.net

CONTRACT RENEWAL
IFB 09-119/KJS
TERM CONTRACT FOR PAPER STOCK &
ENVELOPES FOR JEFFERSON COUNTY

The County entered into a contract with Olmsted-Kirk Paper Co. for one (1) year, from September 8, 2009 to September 7, 2010, 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 September 6, 2013 to September 5, 2014.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
Olmsted-Kirk Paper Co.



(Name)

CONTRACT RENEWAL
IFB 09-119/KJS
TERM CONTRACT FOR PAPER STOCK &
ENVELOPES FOR JEFFERSON COUNTY

The County entered into a contract with Scott-Merriman, Inc. for one (1) year, from September 8, 2009 to September 7, 2010, 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 September 6, 2013 to September 5, 2014.

ATTEST:

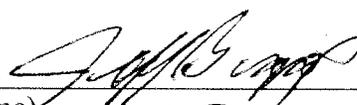
JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
Scott-Merriman, Inc.

(Name)


Jeff Biggs V.A.

Change Order

No. 1

Date of Issuance: 8/27/13 Effective Date: 9/9/13

Project: Bridge Replacement on Lawhon Road at Green Pond Gully	Owner: Jefferson County	Owner's Contract No.: (IFB-13-007/JW)
Contract:		Date of Contract: 6/4/13
Contractor: Tom-Mac, Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To remove Item 0110 2002 Excavation (Channel) – 133.00 CY at \$15.00/CY - (\$1,995.00) and Replace with Item 0110 2002 Excavation (Channel) – 2,652 CY at \$12.75/CY - \$33,813.00 with no change in Contract Time

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>591,837.20</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>591,837.20</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] of this Change Order: \$ <u>31,818.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>623,655.20</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Drainage District No. 6 (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u><i>Bob Biggs</i></u> Contractor (Authorized Signature)
Date: _____	Date: _____	Date: <u>8.27.13</u>
Approved by Funding Agency (if applicable): _____		Date: _____

AMENDED
INTERLOCAL AGREEMENT
(Lawhon Road Bridge at Green Pond Gully)
Between
COUNTY OF JEFFERSON
and
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

This Agreement between the **COUNTY OF JEFFERSON, TEXAS**, whose address is 1149 Pearl Street, Beaumont, Texas 77701 herein referred to as “**County**” and the **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6** whose address is 6550 Walden Road, Beaumont, Texas 77707, hereafter referred to as “**Drainage District No. 6**”, is as follows:

WHEREAS, Drainage District No. 6 is desiring to reconstruct and widen Green Pond Gully in order to provide flood relief to the County’s citizens, homes, businesses, as well as county roadways such as Green Pond Road, U.S. Highway 90, Lawhon Road and others, saving the County countless dollars in expenditures for road repairs needed after flood events.

WHEREAS, the County owns and maintains Lawhon Road where Green Pond Gully crosses; therefore, the County and Drainage District No. 6 are desirous of reciting in writing certain duties and obligations between the parties hereto with regards to the construction of the Lawhon Road Bridge that will be replaced over the expanded Green Pond Gully channel and the relocation of Green Pond Road at the intersection of Lawhon Road, herein after referred to as the “**Project**”.

WHEREAS, the original Interlocal Agreement was adopted by Drainage District No. 6 on September 25, 2012 and by the County on October 1, 2012.

FOR AND IN CONSIDERATION of the mutual benefits flowing to Drainage District No. 6, as well as the County as a result of the Project, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree to this *Amended* Interlocal Agreement as follows:

1. *This item has been amended to state the following:* The County’s contractor will excavate the expanded Green Pond Gully channel at Lawhon Road.
2. The County will provide surveys, engineering analyses, the bridge design, roadway approach and intersection design for the Project.

AMENDED INTERLOCAL AGREEMENT

(Lawhon Road Bridge at Green Pond Gully)

COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

Page 2 of 3

3. The County will prepare bid specifications and contract documents for the purpose of soliciting public bids for the construction of the Project. The County will also handle the entire bid process to include receipt of bids, evaluation of bids received, and bid award.
4. The County will administer the construction contract and perform construction inspections throughout the construction process until the Project has been completed.
5. *This item has been amended as follows:* Drainage District No. 6 agrees to reimburse the County for payments made to the contractor, with approval of the Director of Engineering for Jefferson County and County Auditor, within thirty (30) days of receipt of the request.

On a monthly basis or greater, at its convenience, the County will invoice the District for one hundred percent (100%) of the cost of the Lawhon Bridge Project as billed by the contractor for the County. The amount of billing will not exceed \$591,837.20, original bid as awarded to contractor, and \$31,818.00 as amended in Change Order No. 1, for a combined total of \$623,655.20. The invoices will include all back-up documentation that justify the invoice amounts, such as material invoices, equipment use costs, labor costs, calculation recaps and schedules. The District will then reimburse the County for 100% of the total costs invoiced. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB), as the administrator of this grant for FEMA.
6. *This item has been amended to read:* The County's contractor will construct the rock base for the roadway portions of the Project and supply the materials.
7. *This item has been amended to state:* Drainage District No. 6 will construct, at its sole expense, the necessary downspouts and erosion control, and the County's contractor will construct the concrete lining for the channel.
8. Drainage District No. 6 will also supply the soil data required to design the bridge support pilings.
9. Once the Project has been inspected and approved by the County, future maintenance of the new bridge and roadway will become the responsibility of the County, and future maintenance of the Green Pond Gully channel and downspouts will become the responsibility of Drainage District No. 6, in perpetuity.
10. Drainage District No. 6 will also provide tree clearing for the new location of LaBelle Road between SH 124 and existing LaBelle Road as a further consideration of the above covenants.

AMENDED INTERLOCAL AGREEMENT
(Lawhon Road Bridge at Green Pond Gully)
COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Page 3 of 3

11. This is a good faith effort between the County and Drainage District No. 6 to accommodate and assist citizens of Jefferson County area by providing improved drainage to the area and each of the entities here do pledge their best efforts to fulfill the obligations set forth herein.

COUNTY OF JEFFERSON

WITNESS OUR HANDS effective this _____ day of _____, 2013.

Jeff Branick, County Judge
County of Jefferson

ATTEST:

Carolyn Guidry, County Clerk
County of Jefferson

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

WITNESS OUR HANDS effective this _____ day of _____, 2013.

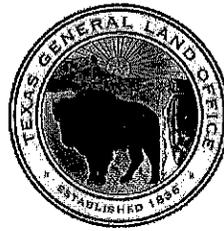
Joshua W. Allen, Sr., President
Jefferson County Drainage District No. 6

ATTEST:

Charles "Chuck" Guillory, Secretary
Jefferson County Drainage District No. 6

**AGENDA ITEM****September 5, 2013**

Consider and possibly authorize the County Judge to execute GLO Contract No. 13-242-000-7440, CEPRA Award 1530 for restoration work on the McFaddin NWR Beach Ridge.



RECEIVED¹⁸
AUG 22 2013

Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512-475-4308 – Scottie.aplin@glo.texas.gov

TRANSMITTAL OF DOCUMENTS – AUGUST 20, 2013

The Honorable Jeff R. Branick
Jefferson County
1149 Pearl St.
Beaumont, TX 77701

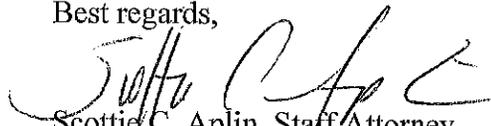
RE: GLO CONTRACT NO. 13-242-000-7440, CEPRA AWARD NO. 1530
SPECIAL DOCUMENT NO. 201300002 UNDER GLO CONTRACT 13-242-000-7440

Dear Judge Branick:

Enclosed concerning the GLO document referenced above is one full original document plus the execution page(s) from the GLO's original for the Special Document that is required under Contract No. 13-242-7440. Please have the documents signed where indicated by an official authorized to bind your entity, and return only the two signature pages, directly to my attention, in the enclosed envelope. After receipt of the signature pages, I will promptly return fully-executed signature page(s) to the Contract and the Special Document.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 475-4308 or by email at Scottie.aplin@glo.texas.gov.

Best regards,


Scottie C. Aplin, Staff Attorney
GLO Legal Services Division

enclosures

TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N. CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873

The State of Texas



**SPECIAL DOCUMENT NO. 20130002
FOR CEPRA PROJECT NO. 1530
UNDER GLO CONTRACT NO. 13-242-000-7440**

STATE OF TEXAS §

§

COUNTY OF JEFFERSON §

§

This Special Document memorializes the agreement (“Agreement”) between the **TEXAS GENERAL LAND OFFICE** (the “GLO”) and **JEFFERSON COUNTY** (the “Qualified Project Partner” or “QPP”), made and entered pursuant to TEX. NAT. RES. CODE ANN. §§ 33.601- 33.613, the Coastal Erosion Planning and Response Act (“CEPRA”), and 31 TEX. ADMIN. CODE § 15, and subject to all other applicable statutes, rules, and regulations currently existing and as may be amended or promulgated from time to time during the effective dates hereof.

ARTICLE I. PARTIES AND PURPOSE

1.01 In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **STATE OF TEXAS**, acting by and through the Commissioner of the GLO, on behalf of the Permanent School Fund (the “State”), hereby grants to Jefferson County, whose address is 1149 Pearl Street, Beaumont, Texas 77701 (“QPP”), the right to use the surface estate of certain Permanent School Fund land (the “Premises”) for the purposes identified in Article IV below.

1.02 The GLO and QPP entered into a Project Cooperation Agreement, denominated as GLO Contract No. 13-242-0007440, (“PCA”), effective on the date of execution, for a coastal erosion response project (Project), pursuant to the Coastal Erosion Planning and Response Act (“CEPRA”), codified as Texas Natural Resource Code, Chapter 33, Subchapter H, and the regulations set forth in Texas Administrative Code, Title 31, Chap. 15, Subchapter B (Coastal Erosion Planning and Response). A copy of the PCA is attached hereto as Exhibit A, and incorporated herein in its entirety for all purposes. The terms and Conditions of this Agreement are in addition to and an extension of the PCA, solely for the purpose of authorizing the construction of the Project, and documenting the right of QPP to access the Premises after completion of the coastal erosion response project created pursuant to the PCA, in order to conduct required and necessary maintenance of the Project for the period of time specified in Article III, below.

ARTICLE II. PREMISES

2.01. The Premises is state-owned submerged land located approximately 6 miles northeast of High Island and extending northeast for approximately 10 miles along the Gulf of Mexico shoreline at coordinates starting at: 29 34 59, 94 17 15 and ending at: 29 38 35, 94 08 10 and more fully described in the PCA, which description is incorporated herein by reference for all purposes.

2.02 QPP HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS IT "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. QPP IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON QPP'S OWN INSPECTION OF THE PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE STATE AND QPP HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERMS "GRANT" AND/OR "CONVEY" IN NO WAY IMPLIES THAT THIS AGREEMENT OR THE PREMISES ARE FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. QPP IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCES MAY BE OF RECORD AND QPP IS ADVISED TO EXAMINE ALL RECORDS OF THE STATE AND COUNTY IN WHICH THE PREMISES IS LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE III. TERM

3.01 This Agreement shall continue for a term of ten (10) years, commencing on the effective date of the PCA, unless renewed or earlier terminated for any reason by the State, in its sole discretion.

ARTICLE IV. USE OF THE PREMISES

4.01 The Premises shall be used solely for the continued maintenance of the coastal erosion response project created by the PCA and for no other purpose. The Premises are to remain in their current topographical and hydrologic condition, unless the modification is pursuant to and in accordance with the terms of the PCA. QPP is specifically prohibited from modifying the Premises in any manner not authorized herein, and from using, or allowing the use by others of the Premises for any other purpose.

4.02. The State reserves the exclusive right to grant easements, rights-of way and/or other grants of interest authorizing use of the Premises. QPP shall permit the State's agents, representatives, and employees to enter into and on the Premises at all reasonable times for the purpose of inspection and any other reasonable purpose necessary to protect the State's interest in the Premises.

4.03. Any accretion of sediment, as determined by the GLO, resulting from the actions authorized by the PCA or this Agreement, will be considered property of the State of Texas

4.04. The following conditions shall apply to the use of the Premises during the term of this Agreement ("Conditions"):

- (A) Upon request, QPP shall submit reports to the appropriate Field Office documenting the condition of the Project and verifying compliance with the requirements of the Project Cooperation Agreement. The Field Office may determine at any time that monitoring and maintenance of the Project is no longer necessary and recommend to the School Land Board that this Agreement be terminated.
- (B) QPP, in cooperation with the GLO, shall maintain the project for 10 years in accordance with TEX. NAT. RES. CODE ANN. § 33.609.
- (C) If the Field Office in coordination with CEPRA or Coastal Resources staff determines that the Project requires maintenance or is in a non-compliant condition, QPP will be notified and

required to assist with maintenance or restoration of the site to pre-Project conditions if the non-compliant condition cannot be remedied or repaired.

- (D) If there is any unforeseen significant adverse impact caused by the Project, QPP may be required to assist with removal of the Project and restoration of the site to pre-project conditions if the non-compliant impact cannot be remedied or repaired.
- (E) If the Project remains in place at the end of the term of this Agreement, the term and maintenance requirement may be extended for an additional ten-year term if necessary.
- (F) If QPP shall be responsible for assisting with the removal of the Project pursuant to the foregoing terms or if the Improvements should fail or cease to fulfill the purposes of the Project, QPP shall assist with the restoration of the Premises to their pre-project condition and configuration at QPP's percentage of the cost.

ARTICLE V. ASSIGNMENTS

5.01. This Agreement and the uses allowed hereunder shall not be assigned by QPP.

ARTICLE VI. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

6.01. QPP shall comply with all applicable rules and regulations of the GLO and other governmental agencies responsible for the protection and preservation of public lands and waters, including those relating to pollution. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of QPP's (or QPP's employees, contractors, invitees and agents) acts or omissions, QPP shall immediately notify the State, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

6.02. QPP IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 2000 SUPP.). IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING ANY ACTIVITY ON THE PREMISES, QPP WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

ARTICLE VII. INDEMNITY

7.01. QPP SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. QPP AGREES TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM QPP'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY QPP OF THE TERMS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

- (D) If there is any unforeseen significant adverse impact caused by the Project, QPP may be required to assist with removal of the Project and restoration of the site to pre-Project conditions if the non-compliant impact cannot be remedied or repaired.
- (E) If the Project remains in place at the end of the term of this Agreement, the term and maintenance requirement may be extended for an additional ten-year term if necessary.
- (F) If QPP is charged with assisting with the removal of the Project pursuant to the foregoing terms or if the Improvements should fail or cease to fulfill the purposes of the Project, QPP shall assist with the restoration of the Premises to pre-Project conditions and configuration at QPP's percentage of the cost.

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ARTICLE VIII. PROPERTY REMOVAL AND TAXES

8.01. Upon termination of this Agreement, QPP shall remove its personal property from the Premises within 30 days thereafter. **THE TERMS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

8.02. QPP AGREES TO AND SHALL PROTECT AND HOLD THE STATE HARMLESS FROM LIABILITY FOR ANY AND ALL TAXES, CHARGES, AND ASSESSMENTS, TOGETHER WITH ANY PENALTIES AND INTEREST THEREON, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.01. No provision of this Agreement shall be construed in such a way as to constitute the State and QPP joint venturers or co-partners, other than to the extent provided for in the PCA, or to make QPP the agent of the State or make the State liable for the debts of QPP.

9.02 In the event any provision of this Agreement is more restrictive than any administrative rule promulgated by the GLO and/or the School Land Board, this Agreement shall control.

9.03 Notices under this Special Document shall be delivered in the same manner and to the addresses as provided in the PCA.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SPECIAL DOCUMENT NO. 20130002
FOR CEPRA PROJECT NO. 1530
UNDER GLO CONTRACT NO. 13-242-000-7440

IN TESTIMONY WHEREOF witness our hand and Seal of Office as authorized signatories of the respective parties:

STATE:
TEXAS GENERAL LAND OFFICE

QPP:
JEFFERSON COUNTY

[Handwritten Signature]

JERRY E. PATTERSON
Commissioner, General Land Office

Name: _____
Title: _____

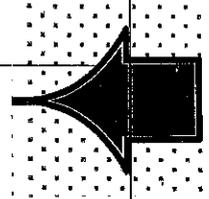
Date: _____

Date: _____

APPROVED:

Legal: *SOX AH*
Deputy: *ASG*
Ass't. Gen. Counsel: *[Signature]*
General Counsel: *[Signature]*
Chief Clerk: *[Signature]*

MAN



INITIALS
HERE

ACKNOWLEDGMENT BY QPP

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____

(Individual Acknowledging This Document)

(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

Information collected by electronic mail and by web form is subject to the Public Information Act, Chapter 552, Government Code.

EXHIBIT A
THE PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 13-242-000-7440

EXHIBIT A
THE PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 13-242-0007440

The State of Texas



**SPECIAL DOCUMENT NO. 20130002
FOR CEPRA PROJECT NO. 1530
UNDER GLO CONTRACT NO. 13-242-000-7440**

STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

§

This Special Document memorializes the agreement between the **TEXAS GENERAL LAND OFFICE** (the "GLO") and **JEFFERSON COUNTY** (the "Qualified Project Partner" or "QPP") for a works benefitting the Texas coastline (the "Agreement"), pursuant to the authority granted in Section 33.601, *et seq.*, TEX. NAT. RES. CODE ANN., 31 TEX. ADMIN. CODE § 15, the Coastal Erosion Planning and Response Act ("CEPRA"), *et seq.*, and all other applicable statutes and rules, currently existing and as may be amended during the effective dates hereof, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PARTIES AND PURPOSE

1.01 In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **STATE OF TEXAS**, acting by and through the Commissioner of the GLO, on behalf of the Permanent School Fund (the "State"), hereby grants to Jefferson County, whose address is 1149 Pearl Street, Beaumont, Texas 77701 ("QPP"), the right to use the surface estate of certain Permanent School Fund land (the "Premises") for the purposes identified in Article IV below.

1.02 The GLO and QPP entered into a Project Cooperation Agreement, denominated as GLO Contract No. 13-242-0007440, ("PCA"), effective on the date of execution, for a coastal erosion response project (Project), pursuant to the Coastal Erosion Planning and Response Act ("CEPRA"), codified as Texas Natural Resource Code, Chapter 33, Subchapter H, and the regulations set forth in Texas Administrative Code, Title 31, Chap. 15, Subchapter B (Coastal Erosion Planning and Response). A copy of the PCA is attached hereto as **Exhibit A**, and incorporated herein in its entirety for all purposes. The terms and Conditions of this Agreement are in addition to and an extension of the PCA, solely for the purpose of authorizing the construction of the Project, and documenting the right of QPP to access the Premises after completion of the coastal erosion response project created pursuant to the PCA, in order to conduct required and necessary maintenance of the Project for the period of time specified in Article III, below.

ARTICLE II. PREMISES

2.01. The Premises is state-owned submerged land located approximately 6 miles northeast of High Island and extending northeast for approximately 10 miles along the Gulf of Mexico shoreline at coordinates starting at: 29 34 59, 94 17 15 and ending at: 29 38 35, 94 08 10 and more fully described in the PCA, which description is incorporated herein by reference for all purposes.

2.02 QPP HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS IT "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. QPP IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON QPP'S OWN INSPECTION OF THE PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE STATE AND QPP HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERMS "GRANT" AND/OR "CONVEY" IN NO WAY IMPLIES THAT THIS AGREEMENT OR THE PREMISES ARE FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. QPP IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCES MAY BE OF RECORD AND QPP IS ADVISED TO EXAMINE ALL RECORDS OF THE STATE AND COUNTY IN WHICH THE PREMISES IS LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE III. TERM

3.01 This Agreement shall continue for a term of ten (10) years, commencing on the effective date of the PCA, unless renewed or earlier terminated for any reason by the State, in its sole discretion.

ARTICLE IV. USE OF THE PREMISES

4.01 The Premises shall be used solely for the continued maintenance of the coastal erosion response project created by the PCA and for no other purpose. The Premises are to remain in their current topographical and hydrologic condition, unless the modification is pursuant to and in accordance with the terms of the PCA. QPP is specifically prohibited from modifying the Premises in any manner not authorized herein, and from using, or allowing the use by others of the Premises for any other purpose.

4.02. The State reserves the exclusive right to grant easements, rights-of way and/or other grants of interest authorizing use of the Premises. QPP shall permit the State's agents, representatives, and employees to enter into and on the Premises at all reasonable times for the purpose of inspection and any other reasonable purpose necessary to protect the State's interest in the Premises.

4.03. The following conditions shall apply to the use of the Premises during the term of this Agreement ("Conditions"):

- (A) The Project authorized by this Agreement, if properly constructed, may not require ongoing maintenance and responsibility. Upon completion of construction, QPP shall submit verification to the appropriate GLO Field Office (La Porte or Corpus Christi) that the Project has been completed as required by the PCA. Upon verification by the Field Office that the project was constructed as required by the PCA, the Field Office shall notify the parties that there is no need for ongoing maintenance and recommend that this Agreement be terminated.

ARTICLE V. ASSIGNMENTS

5.01. This Agreement and the uses allowed hereunder shall not be assigned by QPP.

ARTICLE VI. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

6.01. QPP shall comply with all applicable rules and regulations of the GLO and other governmental agencies responsible for the protection and preservation of public lands and waters, including those relating to pollution. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of QPP's (or QPP's employees, contractors, invitees and agents)

acts or omissions, QPP shall immediately notify the State, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

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ARTICLE VII. INDEMNITY

7.01. QPP SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. QPP AGREES TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM QPP'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY QPP OF THE TERMS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

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ARTICLE IX. MISCELLANEOUS PROVISIONS

9.01. No provision of this Agreement shall be construed in such a way as to constitute the State and QPP joint venturers or co-partners, other than to the extent provided for in the PCA, or to make QPP the agent of the State or make the State liable for the debts of QPP.

9.02 In the event any provision of this Agreement is more restrictive than any administrative rule promulgated by the GLO and/or the School Land Board, this Agreement shall control.

9.03 Notices under this Special Document shall be delivered in the same manner and to the addresses as provided in the PCA.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SPECIAL DOCUMENT NO. 20130002
FOR CEPRA PROJECT NO. 1530
UNDER GLO CONTRACT NO. 13-242-000-7440

IN TESTIMONY WHEREOF witness our hand and Seal of Office as authorized signatories of the respective parties:

STATE:
TEXAS GENERAL LAND OFFICE

QPP:
JEFFERSON COUNTY

JERRY E. PATTERSON
Commissioner, General Land Office

Name: _____
Title: _____

Date: _____

Date: _____

APPROVED:

Legal: SOB

Deputy: HSY

Ass't. Gen. Counsel: [Signature]

General Counsel: [Signature]

Chief Clerk: _____

ACKNOWLEDGMENT BY QPP

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____
(Individual Acknowledging This Document)

(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

Information collected by electronic mail and by web form is subject to the Public Information Act, Chapter 552, Government Code.

EXHIBIT A
THE PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 13-242-0007440

EXHIBIT A
THE PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 13-242-000-7440



INTERAGENCY PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 13-242-000-7440
CEPRA PROJECT NO. 1530

This project cooperation agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** (the "GLO") and **JEFFERSON COUNTY**, the Qualified Project Partner ("QPP") collectively, the Parties, under the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613 ("CEPRA" or the "Act") for Coastal Project No. 1530, entitled, "McFaddin National Wildlife Refuge (NWR) Beach Ridge Restoration" and GLO Special Document No. 20130002

ARTICLE 1 – GENERAL PROVISIONS

1.01 PURPOSE

The purpose of this Contract is to set forth the terms and conditions of the cooperation of QPP in a CEPRA project managed by the GLO, with funding provided by the GLO and QPP, which will be combined with funding provided from federal sources to pay the costs thereof.

1.02 CONTRACT DOCUMENTS

The GLO and QPP hereby agree that this Contract and the following Attachments, incorporated herein for all purposes in their entirety, shall govern the Contract:

GLO SPECIAL DOCUMENT NO. 20130002

ATTACHMENT A: FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT B: PROJECT WORK PLAN AND BUDGET

ATTACHMENT C: PROJECT LOCATION MAP(S)

1.03 DEFINITIONS

"Account" means the coastal erosion response account as defined in Section 33.604 of the Texas Natural Resources Code.

"Administrative and Audit Regulations" means the statutes and regulations included in Title 43, Code of Federal Regulations; Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VI herein. With regard to any federal funding, agencies with the necessary legal

authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies with the necessary legal authority include, but are not limited to: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Budget" means the budget for the Project, as detailed in **Attachment B** to this Contract.

"CEPRA" or the "Act" means the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.

"Event of Default" means the occurrence of any of the events set forth in **Section 8.01** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certification Regarding Lobbying Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

"Project" means the activities described in **Section 2.01** and detailed in the Work Plan in **Attachment B** of this Contract.

"Partner Match" means the amount contributed to pay the shared project costs set forth in the Budget by QPP and all funding sources other than the CEPRA Account

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Qualified Project Partner" or "QPP" means Jefferson County.

"State of Texas *Travel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Work Plan” means the methodology, means, and manner in which the Project shall be accomplished, as detailed in **Attachment B** of this Contract.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Contract.

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ARTICLE 2 – SCOPE OF PROJECT

2.01 DESCRIPTION OF PROJECT

The parties agree to cooperate to protect up to 20.8 miles of eroding gulf shoreline and 59,000 acres of coastal wetlands, by collecting data, designing, and constructing a beach ridge at McFaddin NWR. (the “Project”).

2.02 LOCATION AND WORK PLAN

The Project area is depicted on the “Project Location Map(s)” attached hereto and incorporated herein for all purposes as **Attachment C**. The parties shall complete the Project in accordance with the Work Plan, included in **Attachment B**, attached hereto and incorporated herein for all purposes.

2.03 PROJECT MANAGERS

The designated Project Managers for this Project are:

GLO

Michael Weeks, Project Manager
 Texas General Land Office
 Coastal Resources Division
 P. O. Box 12873
 Austin, TX 78711-2873
 TEL: (512) 463-3230
 FAX: (512) 475-0680
Michael.weeks@glo.texas.gov

OPP

Don Rao
 Jefferson County
 Director of Engineering
 1149 Pearl St
 Beaumont, TX 77701
 TEL: (512) 835-8584
 FAX: (512) 835-8718
drao@co.jefferson.tx.us

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ARTICLE 3 - TERM**3.01 DURATION**

This Contract shall be effective as of the date executed by the last party and shall terminate on August 31, 2016. Renewals, if any, shall be upon terms mutually agreeable to the parties, and shall be from September 1 to August 31, coinciding with the state's fiscal year.

3.02 EARLY TERMINATION

Either party may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, QPP and the GLO shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

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Article 4 – FUNDING

4.01 TOTAL PROJECT BUDGET

The parties agree that all expenses associated with the performance of this Contract will be paid by the parties in accordance with the Budget, attached hereto and incorporated herein for all purposes in Attachment B, in an amount not to exceed the sum of FIVE MILLION NINE HUNDRED THOUSAND TWO HUNDRED TWENTY SIX DOLLARS AND 89 CENTS (\$5,900,226.89).

4.02 CEPRA ACCOUNT

The parties further agree that the total amount to be expended by the GLO from the CEPRA Account will not exceed the sum of ONE MILLION DOLLARS (\$1,000,000.00).

4.03 QPP CONTRIBUTION

QPP agrees to provide the sum of TWO MILLION NINE HUNDRED THOUSAND TWO HUNDRED TWENTY SIX DOLLARS AND 89 CENTS (\$2,900,226.89) as Partner Match, and has submitted documentation to the GLO to substantiate that such funds will be available for the Project.

QPP shall submit payment within thirty (30) days of receipt of the GLO's written request for reimbursement. Such request may be sent by electronic mail, regular mail, or facsimile transmission.

Failure by QPP to comply with this reimbursement requirement may result in immediate cessation of work on the Project, which may increase the cost and compromise the ability of the GLO to complete the full Project. If such an event occurs, the parties agree that the Work Plan and Budget may require renegotiation.

IN ADDITION, FAILURE BY QPP TO COMPLY WITH THE REIMBURSEMENT REQUIREMENTS OF THIS SECTION 4.03 MAY BE CONSIDERED AN EVENT OF DEFAULT UNDER SECTION 8.01.

Payment shall be sent to the address provided for payment of the Partner Match as set forth in **Section 4.04**.

4.04 PARTNER MATCH

The Act requires QPP to provide matching funds for at least twenty-five percent (25%) of the shared project costs. The Act's requirement is satisfied by the Partner Match, which includes the sum to be contributed by QPP under **Section 4.03**.

QPP acknowledges that it may not use costs incurred before entering into this Contract or not in accordance with the Budget in Attachment B to offset QPP's portion of the Partner Match.

Proper match must be submitted to:

GLO – For Partner Match

Texas General Land Office

Coastal Erosion Planning and Response Act (CEPRA)-MATCH

Mail Code 151

P.O. Box 12873

Austin, TX 78711-2873

Attn: Conroy Swan, Financial Management

4.05 ALTERNATIVE SOURCE FUNDING

The parties agree to continue to work cooperatively to investigate and secure funding from sources other than the Account. Alternative sources of funding acquired by QPP after the execution of this Agreement may be used to meet the Partner Match.

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ARTICLE 5 - STATE FUNDING / RECAPTURE / OVERPAYMENT**5.01 STATE FUNDING**

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.02 RECAPTURE OF FUNDS

QPP shall conduct the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. The discretionary right of the GLO to terminate for convenience notwithstanding, it is expressly understood and agreed by QPP that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that QPP has not used in strict accordance with the terms and conditions of this Contract and all applicable laws, rules, and regulations.

5.03 OVERPAYMENT

QPP understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. QPP further understands and agrees that reimbursement of such disallowed costs shall be paid by QPP from funds which were not provided or otherwise made available to QPP under this Contract.

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ARTICLE 6 – RECORDS, AUDIT, AND PUBLIC DISCLOSURE

6.01 BOOKS AND RECORDS

QPP shall keep and maintain under GAAP full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

6.02 INSPECTION AND AUDIT

(a) QPP agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the GLO or other government entity with necessary legal authority. QPP agrees to cooperate fully with any state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. QPP will ensure that this clause concerning state entities' authority to inspect, examine, audit, and copy records and Work Product and the requirement to fully cooperate with the state entities is included in any subcontract it awards.

(b) QPP understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. QPP further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. QPP will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of QPP relating to the Contract for any purpose.

6.03 PERIOD OF RETENTION

QPP shall retain all records relevant to this Contract for a minimum of four (4) years or, if federal funding is included, for five (5) years. The period of retention begins at the date of final payment by the GLO for the goods or services in the Budget or from the date of termination of GLO Special Document No. 20130002, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

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ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.01 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF QPP, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF QPP, THEN, IN SUCH EVENT, QPP AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT QPP IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND QPP'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY QPP, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY QPP TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF QPP MUST BE APPROVED BY QPP.

7.02 RELATIONSHIP OF THE PARTIES

QPP is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to QPP's performance pursuant to this Contract. The QP shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of QPP or any other party.

7.03 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, QPP shall comply with all applicable federal, state, and local laws, ordinances, and regulations. QPP shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

7.04 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address(es) below:

If to the GLO:

Texas General Land Office
 1700 Congress Avenue
 Austin, TX 78701
 Attention: Legal Services Division – Mail Code 158

If to QPP:

Jefferson County Auditor's office
 1149 Pearl Street
 Beaumont, TX 77701
 Attention: Candace Sneed

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

7.05 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. QPP irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by the GLO or QPP.**

7.06 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

7.07 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

7.08 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. QPP acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by QPP before this Contract is effective or after it ceases to be effective are performed at the sole risk of QPP.

7.09 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

ARTICLE 8 - EVENTS OF DEFAULT AND REMEDIES

8.01 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) QPP's failure to comply with any term, covenant, or provision contained in this Contract; (ii) QPP makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, QPP makes any representation or warranty that is incorrect in any material respect to the Work Plan, of payment made to the GLO.

8.02 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

SIGNATURE PAGE FOLLOWS

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances, if such is the case, you will be notified.

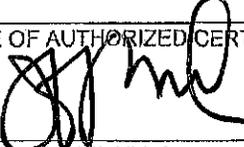
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE COUNTY JUDGE
APPLICANT ORGANIZATION	DATE SUBMITTED 4/29/13

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Jeff Bronicky
JEFF BRONICKY, County Judge
4/29/13

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the GOC above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-00-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0340-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0340-0046), Washington, DC 20503.

**MCFADDIN NATIONAL WILDLIFE REFUGE BEACH
RIDGE RESTORATION PROJECT
CEPRA PROJECT No. 1530
DESIGN/CONSTRUCTION WORK PLAN**

1. To address the erosion of the beach ridge at the McFaddin National Wildlife Refuge, the GLO shall:
 - a. Identify, document and confer with the Qualified Project Partner the location and extent of the project area.
 - b. Contract with a professional services provider to:
 - document and survey existing conditions as required;
 - conduct a Coastal Boundary Survey in accordance with Texas Natural Resources Code §133.36, if deemed necessary;
 - determine federal permit needs and secure permits as required;
 - prepare a final design of the beach ridge repair project;
 - prepare construction Contract Documents, including drawings, technical specifications and Owner's bidding documents;
 - prepare final construction cost estimate;
 - provide bidding assistance and contract award recommendations for a construction contractor;
 - perform construction contract administration services including on-site observation of the work;
 - conduct post-project closeout program.
 - c. Procure construction contractor through the competitive sealed proposal process for construction services.
 - d. Provide financial point of contact.

2. To address erosion of the beach ridge at the McFaddin National Wildlife Refuge, the Qualified Project Partner shall:
 - a. Confer with the GLO on the location and extent of the project area.
 - b. Confer and cooperate with the GLO on the selection of the professional service provider, scopes of work, and construction plan.
 - c. Cooperate with the GLO in procuring a construction contractor through the state bidding process.
 - d. Document local support. (Local associations and/or foundations, etc.)
 - e. Provide financial point of contact.
 - f. Reimburse GLO in accordance with the contract.

BUDGET
MCFADDIN NWR BEACH RIDGE RESTORATION PROJECT
CEPRA PROJECT NO. 1530

PROJECT COSTS

CONTRACTUAL	AMOUNT
Task 1. Repair/Rehabilitation Design and Construction	\$5,900,226.89
TOTAL PROJECT COST NOT TO EXCEED	\$5,900,226.89

COST SHARING SUMMARY

QUALIFIED PROJECT PARTNER (QPP):	
Jefferson County Cash	\$100,000.00
Jefferson County Cash (Co. CIAP '08)*	\$912,000.00
Jefferson County Cash (Co. CIAP '09)**	\$948,988.05
Jefferson County Cash (Co. CIAP '10)**	\$939,238.84
QPP Total Contribution***	\$2,900,226.89
GLO:	
CEPRA Cash	\$1,000,000.00
GLO Total Contribution	\$1,000,000.00
Other:	
State '09 CIAP Cash****	\$2,000,000.00
Other Total Contribution	\$2,000,000.00
TOTAL PROJECT CONTRIBUTIONS	\$5,900,226.89

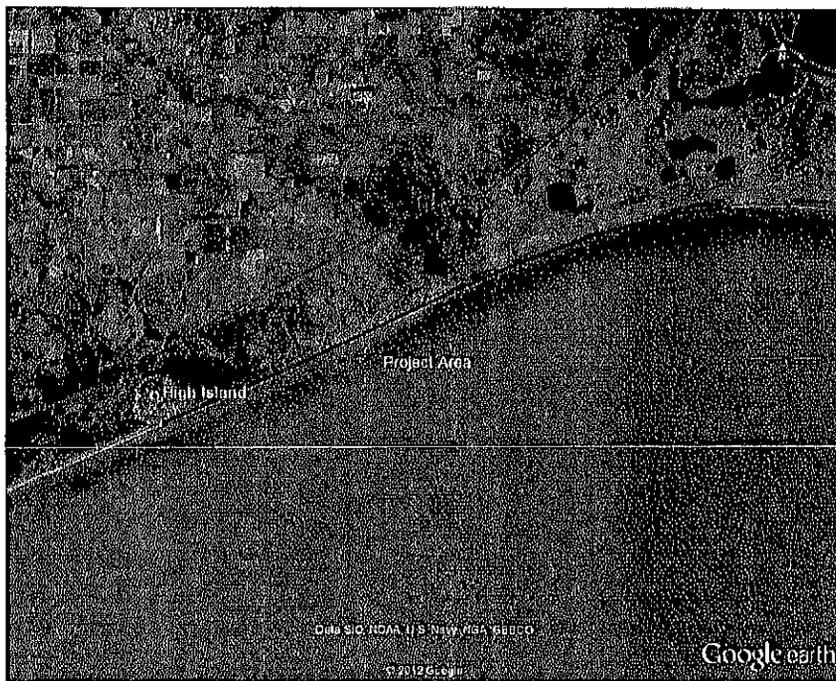
*County Coastal Impact Assistance Program (FY 2008), Award No. F12AF01207, awarded September 18, 2012 and amended on November 6, 2012 for time extension. Part of this award has been allocated to CEPRA Project No. 1516 under GLO Contract No. 11-239-000-4825.

**County Coastal Impact Assistance Program (FY 2009 and 2010), Funds added to Award No. F12AF01207 on December 20, 2012.

*** Please specify when using historically underutilized business as required by state law.

****State Coastal Impact Assistance Program, Award No. F12AF01312.

Location Map
McFaddin NWR Beach Ridge Restoration, CEPRA # 1530
Jefferson County, Texas

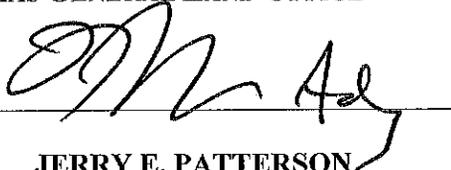


SIGNATURE PAGE FOR SPECIAL DOCUMENT NO. 20130002
FOR CEPRA PROJECT NO. 1530
UNDER GLO CONTRACT NO. 13-242-000-7440

IN TESTIMONY WHEREOF witness our hand and Seal of Office as authorized signatories of the
respective parties:

STATE:
TEXAS GENERAL LAND OFFICE

QPP:
JEFFERSON COUNTY



JERRY E. PATTERSON
Commissioner, General Land Office

Name: _____
Title: _____

Date: _____

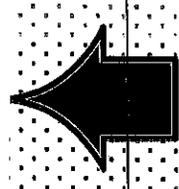
Date: _____

APPROVED:

Legal: SOA AH
Deputy: HSY
Ass't. Gen. Counsel: (P)
General Counsel: (MKV)
Chief Clerk: (B)

MANW

ACKNOWLEDGMENT BY QPP



STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____
(Individual Acknowledging This Document)

(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

Information collected by electronic mail and by web form is subject to the Public Information Act,
Chapter 552, Government Code.



TODD STAPLES, COMMISSIONER

TEXAS DEPARTMENT OF AGRICULTURE
 TEXANS FEEDING TEXANS:
 HOME DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF JEFFERSON TEXAS (County)
 CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO
Nutrition and Services for Seniors

(Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO
 HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A
 DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE
 ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of
 Agriculture to supplement and extend existing services homebound persons in the County who
 are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program
 (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-
 delivered meal services to make a grant to the Organization, in order for the Organization to be
 eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting
 system or fiscal agent, in order for the Organization to be eligible to receive Program grant
 funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the
 amount of \$60,000.00 to be used between the:

1st of October, 2013 and the 30th of September, 2014.
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals
 to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting
 system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 5th day of
September, 2013.

 Signature of Authorized Official

 Jeff Branick, County Judge
 Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

INTERLOCAL COOPERATION AGREEMENT
 BETWEEN JEFFERSON COUNTY AND
 PORT ARTHUR INDEPENDENT SCHOOL DISTRICT
 (PRECINCT 8 ASAP)

1. PARTIES

1.1 The Parties to this Agreement are JEFFERSON COUNTY ("County"), a body corporate and politic under the laws of the State of Texas, and the PORT ARTHUR INDEPENDENT SCHOOL DISTRICT ("District"), a Texas School district located in Jefferson County.

2. PURPOSE

2.1 The TEX. GOV'T CODE ANN. §791 et seq. (Vernon 1994 & Vernon Supp. 1998) authorizes contracts between counties and school districts for the performance of governmental functions and services. The District wants to have the Constable Precinct 8 ("Officer") of Jefferson County, Texas, authorize and direct nine (9) Deputies, hereinafter called "A.S.A.P.) deputies, to devote one hundred percent (100%) of their, "working time" per week, to the Absent Student Assistance Project (A.S.A.P.) for the District.

2.2 The District pursuant to TEX. GOV'T CODE ANN, §791.001 et seq. (Vernon 1994 & Vernon Supp. 1998), is willing to pay to Jefferson County fair compensation in an amount equal to one hundred per cent (100%) of the cost to the County for supply the A.S.A.P. deputies, including salaries and any additional expenses the County may incur in providing the services, so as to enable the Officer to appoint deputies for such purpose.

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement begins on October 1, 2013 and ends on September 30, 2014, unless terminated sooner in accordance with section 7 of this Agreement.

4. COUNTY'S RIGHTS AND OBLIGATIONS

4.1 County agrees to authorize the officer to appoint the above-designated number of A.S.A.P. deputies desired by the District, effective at the beginning of the term mentioned in Paragraph 3 of this agreement, so as to enable (but not require) the Officer to appoint said A.S.A.P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P. The time that the A.S.A.P. deputies are on duty for the District, the time the A.S.A.P. deputies are in court in connection with cases arising out of events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend preparing reports and documents pertaining to events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend in making preparations to provide law enforcement for the District, the time the A.S.A.P. deputies spend transporting persons arrested in the District to jail or to the juvenile detention facilities, the time the A.S.A.P. deputies spend investigating crimes or possible crimes committed in the District, and one hundred per cent (100%) of the time the A.S.A.P. deputies are on vacation, one hundred per cent (100%) of the time the A.S.A.P. deputies are on sick leave, and one hundred per cent (100%) of the time the A.S.A.P. deputies receive worker's compensation benefits, if any, or any other paid leave, shall be deemed working time devoted to the District. The items listed above are explanatory and the meaning of "working time devoted to the District and under the A.S.A.P." is not limited to said list.

4.2 District expressly understands and agrees that the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Officer) shall be subject to the control and supervision of the Officer to the same extent as other deputies, and that such A.S.A.P. deputies shall have no duty or obligation to the District or the students, faculty, personnel, or other agents of the District other than those duties and obligations which the Officer's deputies have to the public generally.

4.3 It is also expressly understood and agreed that employment of the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Officer) will cease on the date this contract is terminated.

5. DISTRICT'S PAYMENT OBLIGATIONS

5.1 For the services provided, the District agrees to pay the County based on the compensation terms of the Articles of Agreement between Jefferson County, Texas and The Jefferson County Deputy Constables Association. The Compensation will pay one hundred per cent (100%) of the cost to the County for supplying the law enforcement services, including salaries, benefits, deferred liabilities, and any additional expenses the County may incur in providing the services of the A.S.A.P. deputies for the term of agreement.

5.2 In addition, the district also agrees to compensate County for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

5.3 District agrees to reimburse County for all supplies and equipment utilized by A.S.A.P. deputies.

5.4 District expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure of County to make demand for payment due shall not be a waiver of District's obligation to make timely payments.

5.5 District agrees to restrict as part of the district's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual, and other post-employment benefits related to the A.S.A.P. deputies. This amount will be estimated by the County Auditor's office on an annual basis.

6. COUNTY'S PREROGATIVE TO APPOINT DEPUTIES

6.1 District further understand and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Officer in any manner whatsoever to assign the A.S.A.P. deputies to devote any portion of their working time to the District, and that County shall have no liability whatsoever to the District other than to refund the money paid by the District to County Pursuant to this Agreement, if the Officer does not assign the A. S. A. P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P. Any and all questions as to whether or not the deputies devoted one hundred per cent (100%) of their working time to an area, if a refund is due, and the amount of the refund shall be determined by the Jefferson County Auditor and his determination shall be final and conclusive.

7. TERMINATION AND DEFAULT

7.1 It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at any time by either party by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

7.2 It is further expressly understood and agreed that the period or term of this Agreement may be terminated by County with or without notice at any time after District has defaulted in the payment of any obligation hereunder. It is understood and agreed if District shall at any time be in default hereunder, District shall be liable for expenses incurred by County as a result of such default, including, but not limited to attorney's fees and costs. Further, District shall be liable for interest at the rate of one percent (1%) for each month on all past due amount. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any monies due for services rendered hereunder.

8. NOTICE

8.1 Any notice permitted or required to be given to Jefferson County hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Jefferson County Commissioners Court
1149 Pearl Street
Beaumont, Texas 77701

Attention: Commissioners Court Clerk

Any notice permitted or required to be given hereunder to the District hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Port Arthur I.S.D.
4801 9th Avenue
Port Arthur, Texas 77642

Such notice shall be deemed given and complete upon deposit of the notice in the United States Mail as aforesaid.

9. MISCELLANEOUS

9.1 The terms and provisions of this agreement constitute the entire agreement between the County and the District, and no modification of this agreement shall be effective unless in writing and executed by the authorized representative of both parties.

9.2 Upon request by the District, the County Auditor will conduct a payroll review of this Agreement and submit the results to the District within a reasonable time.

9.3 It is understood and agreed that the Office of Constable Eddie Collins is an independent contractor and neither it nor any employees agents, or assignees contracted by it, shall be deemed for any purposes to be employees or agents of the District. The Constable's Office assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation disability benefits, and like requirements and obligations.

9.4 To the extent that the Office of Constable Eddie Collins will come into possession of student records, incidental to this Agreement, the Constable's office agrees to comply with all requirements of the family Educational Rights and Privacy Act. In the event that the District is required to furnish information or records of the Office of Constable Eddie Collins pertaining to this program pursuant to the Open Records Act, the Constable's Office shall furnish such information and records to the District and the District shall have the right to release such information and records.

9.5 Neither the Office of Constable Eddie Collins nor the District waives or relinquishes any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents as a result of its execution of the Agreement and performance of the functions or obligations described herein.

9.6 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Jefferson County, Texas, for any action under this Agreement.

9.7 This Agreement is executed in three (3) copies, each of which shall have full force and effect of the original Agreement, and each of which shall constitute but one in the same instrument.

9.8 The Officer will provide District with a monthly report of all A.S.A.P. deputies' activities. The A.S.A.P. deputies will attend all scheduled meetings between District officials and Precinct 8. A.S.A.P. deputies will provide home visits to all students appearing on the absentee list. This officer will make every effort to reach the desired attendance projections for all middle schools within the area of Precinct 8.

SIGNED in triplicate originals this _____ day of _____ 2013.

APPROVED AS TO FORM:

STEVE WIGGINS
Assistant District Attorney

JEFFERSON COUNTY

By _____

By _____
Jeff R. Branick - County Judge

PORT ARTHUR INDEPENDENT
SCHOOL DISTRICT

By *Hayden Johnson*
Title: *BOARD President*

APPROVED AS TO FORM:

APPROVED:

Melody Pappell
Attorney for Port Arthur
Independent School District

Dr. Mark Patten
Superintendent of Schools

Jefferson County
ASAP Budget Analysis-Revised
FY 2014

	<u>2013-14</u>	2013-14 (W/O New Vehicles)
Salary	\$ 530,165	530,165
Benefits	214,325	214,325
Materials & Supplies	13,305	13,305
Maintenance & Utilities	7,900	7,900
Miscellaneous Services	6,650	6,650
Capital	<u>90,000</u>	<u>0</u>
Total Operating Budget	<u>\$ 862,345</u>	<u>772,345</u>
Sick Pay Accrual	\$ 7,615	
Vacation Accrual	35,125	
Retiree Health Ins Accrual 2013	40,500	
Retiree Health Ins Accrual 2012	<u>40,500</u>	
Total Deferred liabilities	<u>\$ 123,739</u>	
Total	\$ 986,084	

Deferred Liability Schedule

	Amount	Benefit Factor (Fica, Retirement)	Total
Per Report-Sick	\$ 6,111	1.246	\$ 7,615
Per Report-Vac	\$ 28,190	1.246	\$ 35,125

Retiree Health Ins based on \$90,000 per employee OPEB liability amortized over 20 years
 $\$90,000/20 = 4,500$ per employee x 9 employees = \$40,500.

Phyllis D. Geans

From: Patrick Swain <pswain@co.jefferson.tx.us>
Sent: Wednesday, August 21, 2013 8:39 AM
To: Phyllis D. Geans
Cc: 'Harry Schoppe'; Dr. Mark Porterie; collins@co.jefferson.tx.us
Subject: RE: ASAP FY 2014 Contract

Phyllis,

I would strike through for now, I am getting with Constable Collins to see how far the cars can be stretched safely.

Patrick Swain

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

From: Phyllis D. Geans [mailto:pgeans@paisd.org]
Sent: Wednesday, August 21, 2013 12:07 AM
To: Patrick Swain
Cc: Harry Schoppe (hschoppe@co.jefferson.tx.us); Dr. Mark Porterie
Subject: ASAP FY 2014 Contract

Mr. Swain -

We have placed the ASAP Contract for approval on Thursday night's board meeting agenda (8/22). Due to budget constraints, we have not included the requested \$90K needed for 3 new vehicles. Therefore, this line will be excluded from the schedule attached to the agreement. We can simply mark through this item or if you prefer, please send me a revised worksheet excluding this amount. Please let me know your preference.

If additional dollars become available during the year, we will consider these purchases.

Should you have any questions, please give me a call.

Thanks,
Phyllis
(409) 989-6236

PREPARED 8/02/13, 14:14:02
 PROG. PL IABILITY

LIABILITY

REGISTER

PAGE 1

DPT/DIV	NAME	D.O.E.	SRVC YRS	COMP-AMT.	SICK-AMT.	VAC-AMT.	DPT-TOT.
30 53	FALLS, CHARLES R	10/1/2012		\$ 493.34	\$ -	\$ 1,925.24	
30 53	GUNNER, KENNETH M	5/8/2006	7	1,325.74	-	3,246.73	
30 53	KEYS, THARIN P	10/1/2012		126.34	-	1,925.24	
30 53	MALBROUGH, JOSEPH S	10/1/2012		258.70	-	1,925.24	
30 53	MILES, ALBERT T	9/1/2005	7	850.38	-	3,458.60	
30 53	OCHOA, JOHN R	1/10/2003	10	734.95	2,014.78	4,611.47	
30 53	SMITH-POLLARD, JEVONNE C	1/7/2013		740.40	-	2,007.88	
30 53	VOGEL, JENNIFER T	2/9/2004	9	1,035.72	1,348.58	4,478.22	
30 53	WILLIS, JOHN J	10/1/2003	9	1,156.47	2,747.80	4,611.47	
	ASAP CONSTABLE PCT 8			\$ 6,722.04	\$ 6,111.16	\$ 28,190.09	\$ 41,023.29
	FICA			514.24	467.50	2,156.54	3,138.28
	RETIREMENT			1,139.39	1,035.84	4,778.22	6,953.45
	TOTALS			\$ 8,375.67	\$ 7,614.50	\$ 35,124.85	\$ 51,115.02

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND JEFFERSON COUNTY**

OAG Contract No. 1445873

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Jefferson County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG make grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG may exercise its option to extend the term for up to two renewal terms, consisting of two years each. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on September 1, 2013, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2014.

2.2 Option to Extend Term. This contract may be extended for an additional term by a written amendment executed with the same formalities as this contract. Extending the term does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to

the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness; allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this

contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2014, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – “timely” means on or before May 31, 2014; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its “Service Agreement Renewal Notice” (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2013. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2014 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2014 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close-Out Invoice. GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant**

program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

7.6 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005

Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities

relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE 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 a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code,

GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.

GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of

the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Special Conditions. Exhibit C, attached here and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits. This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a

waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

JEFFERSON COUNTY

Attorney General or designee

Authorized Official

Printed Name

Printed Name

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND JEFFERSON COUNTY**

OAG Contract No. 1445873

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$23,765.16	\$3,950.16	12	\$27,715.32

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND JEFFERSON COUNTY**

OAG Contract No. 1445873

EXHIBIT B

OAG CERTIFICATIONS AND ASSURANCES

**A. The Uniform Grant Management Standards ("UGMS"), Part III, Section ____ .14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been

identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND JEFFERSON COUNTY**

OAG Contract No. 1445873

EXHIBIT C

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

Fran Lee

From: Ed Cockrell <ecockrell@co.jefferson.tx.us>
Sent: Monday, August 26, 2013 11:50 AM
To: 'Fran Lee'
Subject: FW: Budget Transfer

Ed Cockrell
 Chief Juvenile Probation Officer
 Jefferson County Juvenile Probation Department
 5326 Hwy 69 South
 Beaumont, Texas 77705
 PH: 409-722-7474
 Fax: 409-726-2896

From: Ed Cockrell [<mailto:ecockrell@co.jefferson.tx.us>]
Sent: Friday, August 23, 2013 3:07 PM
To: 'Fran Lee'
Subject: Budget Transfer

Fran,
 As per our conversation, I am requesting the following budget transfer from line item 120-3064:

From: 120-3064-424.10-02	Assistance and Clerks	\$10,000
To: 120-3064-424.40-09	Buildings and Grounds	\$10,000

This is necessary to complete AC repairs and for the final month of the budget year.

Ed Cockrell
 Chief Juvenile Probation Officer
 Jefferson County Juvenile Probation Department
 5326 Hwy 69 South
 Beaumont, Texas 77705
 PH: 409-722-7474
 Fax: 409-726-2896

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 28, 2013

The following budget transfer is necessary for Constable Pct. 1 for additional cost. Please call if you have any questions.

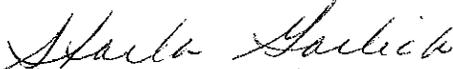
120-3065-425-5077 Contractual Services \$500

120-3065-425-4052 Postage \$500

OFFICE OF JEFFERSON COUNTY

MEMORANDUM

TO: Fran Lee, Financial Manager

FROM: 
Starla Garlick, Department Head
Agriculture

SUBJECT: Transfer Funds

Please transfer \$1,350 from our minor equipment account 120-4071-461-30-84 to computer equipment 120-4071-461-60-02. The computers are purchased through a cost share program with Texas A&M AgriLife Extension Service and will be replacement computers for 2 that are getting old and starting to have problems, having to re-start them, etc.

Thank you.

:pc

Texas A&M AgriLife Extension Service
1225 Pearl Street, Suite 200, Beaumont, TX 77701

Tel. 409.835.8461 | Fax. 409.839.2310 | Jefferson.AgriLife.org

DATE: August 29, 2013

TO: Patrick Swain
Auditor

FROM: Chief Mark Dubois

RE: Budgetary funds transfer

We are requesting the following transfer of funds:

From Account # 120-3062-421-10-44	Detention Officers	\$15,000
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To the following account line:

# 120-3062-421-60-14	Buildings and Structures	\$15,000
----------------------	--------------------------	----------

Justification: The transfer is needed to purchase a new boiler for a medium security dormitory in the Correctional Facility.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2013



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

August 23, 2013

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2013 together with the results of operations of the budget for the tenth period then ended.

Revenue:

Total budgeted revenue collected for the ten months ended July 31, 2013 is \$114,602,990. Budgeted Revenues are \$117,537,815 leaving \$2,934,825 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$84,193,400 for the first ten months of the year. Total budget for Property Taxes is \$83,565,384.

Sales Taxes:

Ninety percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$19,525,000.

Page Two

Licenses & Permits:

\$455,277 of revenue from Licenses & Permits has been collected.
Licenses & Permits are budgeted to be \$395,800 for the year.

Intergovernmental:

Seventy percent of Intergovernmental Revenue has been collected.
Intergovernmental Revenue is budgeted to be \$1,482,378.

Fees:

Ninety-two percent of the budgeted revenue for Fees has been collected.
Revenue from Fees is budgeted to be \$10,633,403 for the year.

Fines and Forfeitures:

Eighty-six percent of Fines and Forfeitures have been collected. Revenues
from Fines and Forfeitures are budgeted to be \$1,685,000.

Interest:

Sixty-four percent of the budgeted revenue for Interest has been collected.
Revenues from Interest are budgeted to be \$226,850.

Other Revenues:

Ninety-two percent of the budgeted revenue for Other Revenue has been
collected. Revenues from Other Revenue are budgeted to be \$24,000.

Expenditures:

Overall for the County's budgeted funds, seventy-eight percent of the
expenditures have been spent.

Page Three

Expenditures are budgeted to be \$115,537,510, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,196,802 for the fiscal year ending September 30, 2013.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', written over a horizontal line.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JULY 31, 2013
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending July 31, 2013

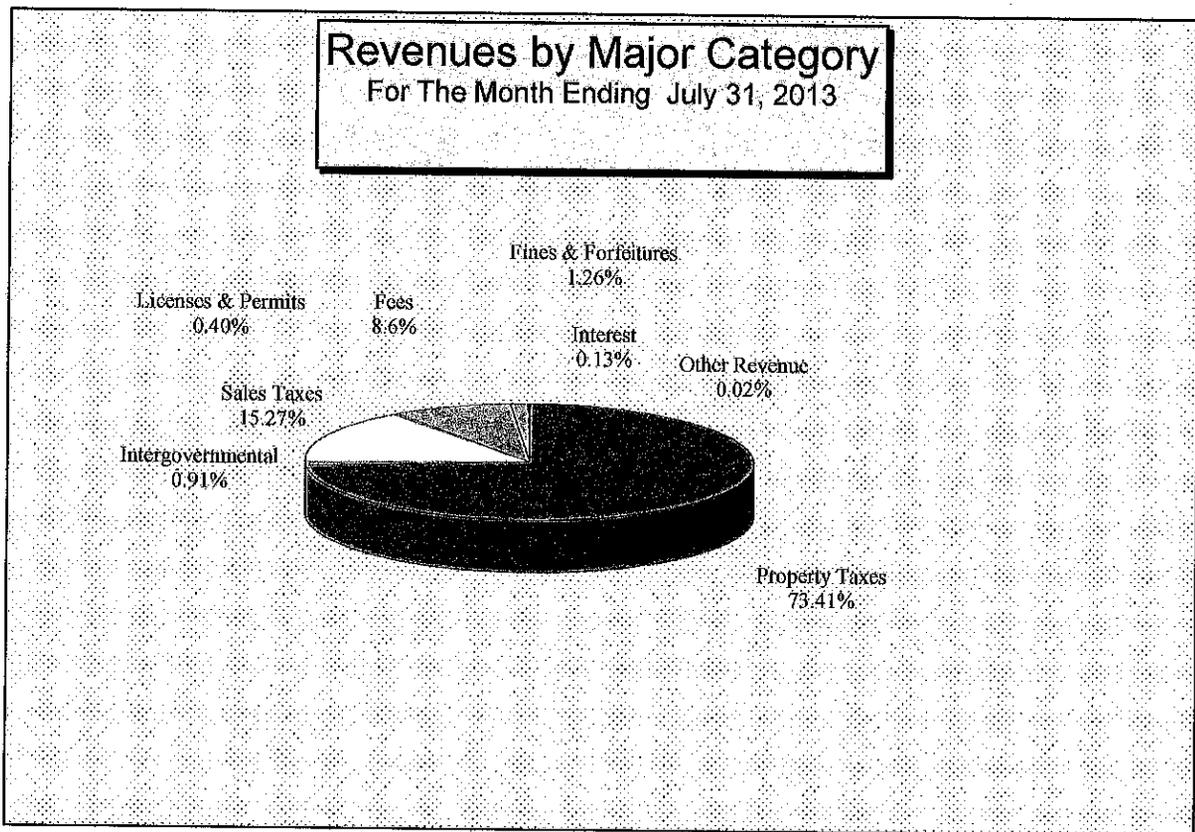
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 65,276,935	15,826,283	8,811,704	1,150,832	(1,512,746)	3,556,547	\$ 93,109,555
Receivables & Prepaids	6,145,449	96,168	-	161,492	216,437	-	6,619,546
Intergovernmental Receivables	1,644,629	-	-	-	-	-	1,644,629
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	462,828	56,969	-	-	222,733	-	742,530
Other Assets	-	-	-	-	90,441,043	-	90,441,043
Total Assets	\$ <u>73,679,841</u>	\$ <u>15,979,420</u>	\$ <u>8,811,704</u>	\$ <u>1,312,324</u>	\$ <u>89,367,467</u>	\$ <u>3,556,547</u>	\$ <u>192,707,303</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 2,416,570	380,816	2,576	-	48,644	1,591,453	\$ 4,440,059
Intergovernmental Payables	360	-	-	-	146	-	506
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	5,189,782	66,190	-	135,259	452,812	-	5,844,043
Fund Balance/Equity	66,073,129	15,532,414	8,809,128	1,177,065	88,865,865	1,965,094	182,422,695
Total Liabilities and Fund Balance/Equity	\$ <u>73,679,841</u>	\$ <u>15,979,420</u>	\$ <u>8,811,704</u>	\$ <u>1,312,324</u>	\$ <u>89,367,467</u>	\$ <u>3,556,547</u>	\$ <u>192,707,303</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending July 31, 2013

	6/30/2013	Month Ending July 31, 2013			7/31/2013	
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 382,049	\$ 83,388	\$ 128,545	\$ -	\$ -	\$ 336,892
Road & Bridge Pct. 1	1,021,615	67,611	147,507	-	-	941,719
Road & Bridge Pct. 2	482,279	62,880	124,384	-	-	420,775
Road & Bridge Pct. 3	771,184	58,423	105,981	-	-	723,626
Road & Bridge Pct. 4	1,125,786	73,636	174,290	-	-	1,025,132
Engineering Fund	315,406	4,565	69,565	-	-	250,406
Parks & Recreation	94,737	5,012	18,257	-	-	81,492
General Fund	63,475,369	3,411,106	9,008,105	(542,120)	-	57,336,250
Mosquito Control Fund	1,152,837	11,823	120,509	-	-	1,044,151
Tobacco Settlement Fund	3,911,832	854	-	-	-	3,912,686
Total General Funds	72,733,094	3,779,298	9,897,143	(542,120)	-	66,073,129
Total Special Revenue Funds	15,946,164	2,375,555	2,789,305	-	-	15,532,414
Total Capital Project Funds	8,938,619	1,976	131,467	-	-	8,809,128
Total Debt Service Funds	6,086,313	33,908	4,943,156	-	-	1,177,065
Total Enterprise Funds	89,245,949	343,830	1,266,034	542,120	-	88,865,865
Total Internal Service Funds	1,680,570	1,779,790	1,495,266	-	-	1,965,094
Total Balances	\$ 194,630,709	\$ 8,314,357	\$ 20,522,371	\$ -	\$ -	\$ 182,422,695

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ended July 31, 2013

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 84,193,400	\$ 83,565,384	\$ (628,016)	-0.75%
Sales Taxes	17,502,887	19,525,000	2,022,113	10.36%
Licenses & Permits	455,277	395,800	(59,477)	-15.03%
Intergovernmental	1,037,799	1,482,378	444,579	29.99%
Fees	9,799,851	10,633,403	833,552	7.84%
Fines & Forfeitures	1,445,764	1,685,000	239,236	14.20%
Interest	145,975	226,850	80,875	35.65%
Other Revenue	22,037	24,000	1,963	8.18%
	<u>\$ 114,602,990</u>	<u>\$ 117,537,815</u>	<u>\$ 2,934,825</u>	<u>2.50%</u>

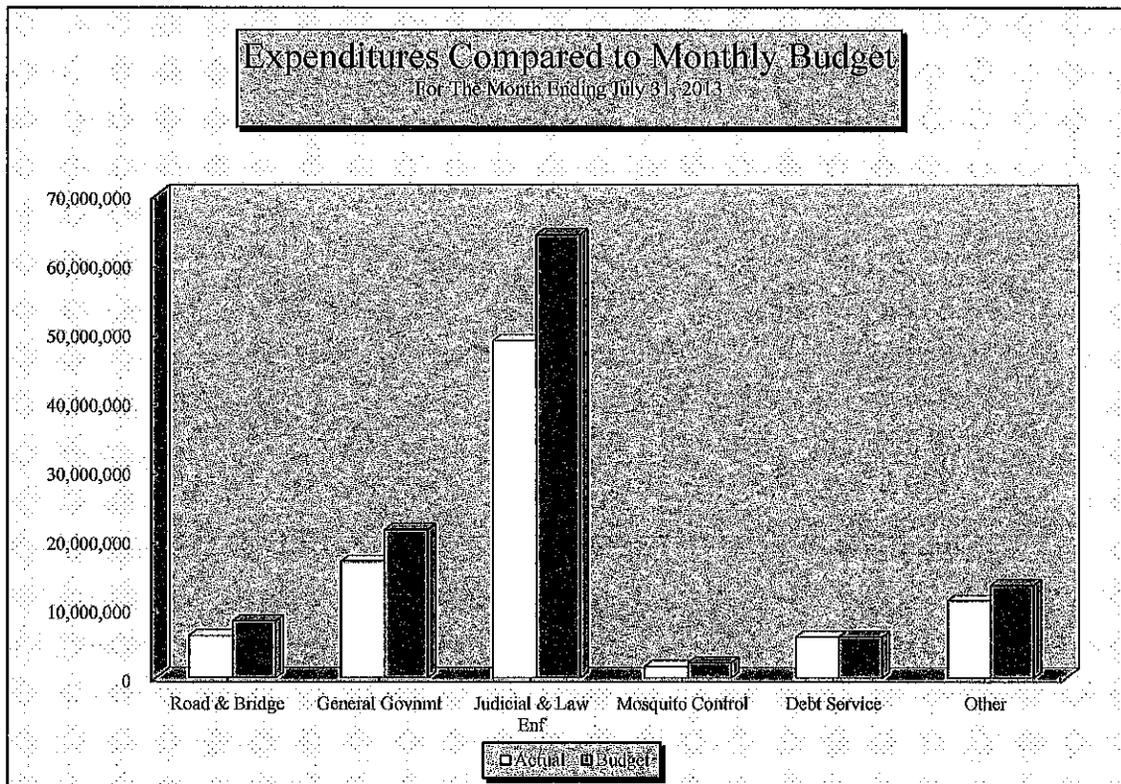


Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ended July 31, 2013

	October 2012								Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance
Jury Fund											
Current Taxes	\$ 42,282	\$ 188,377	\$ 70,111	\$ 2,434	\$ 2,148	\$ 1,268	\$ 934	\$ 1,330	\$ 308,884	\$ 307,892	\$ (992)
Delinquent Taxes	1,606	720	642	443	426	430	236	387	4,890	5,550	660
Jury Fees	10,142	2,997	2,952	4,556	3,108	2,986	3,345	2,261	32,347	60,000	27,653
Intergovernmental Revenue	75,119	35,560	-	52,870	27,820	-	-	79,410	270,779	550,000	279,221
Road & Bridge Pct. 1											
Current Taxes	10,299	45,887	17,079	593	523	309	228	324	75,242	75,000	(242)
Intergovernmental Revenue	-	-	2,141	-	-	-	-	-	2,141	-	(2,141)
Auto Registration Fees	-	164,002	-	-	371,340	-	-	-	535,342	447,165	(88,177)
Road & Bridge Fees	109,720	45,244	46,708	54,822	49,932	54,620	42,766	44,147	447,959	536,075	88,116
Sales, Rentals & Services	16,705	-	-	649	232	-	-	-	17,586	-	(17,586)
Fines and Forfeitures	48,934	19,841	25,088	34,228	29,238	27,101	26,519	23,140	234,089	271,960	37,871
Road & Bridge Pct. 2											
Current Taxes	24,328	108,387	40,340	1,400	1,236	730	537	765	177,723	177,153	(570)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	151,396	-	-	342,797	-	-	-	494,193	412,794	(81,399)
Road & Bridge Fees	101,286	41,767	43,118	50,609	46,094	50,422	39,479	40,754	413,529	494,870	81,341
Sales, Rentals & Services	282	930	-	-	-	-	-	-	1,212	-	(1,212)
Fines and Forfeitures	45,171	18,315	23,160	31,596	26,990	25,017	24,480	21,361	216,090	251,056	34,966
Road & Bridge Pct. 3											
Current Taxes	73,571	327,783	121,996	4,236	3,738	2,207	1,625	2,313	537,469	535,742	(1,727)
Delinquent Taxes	1,777	797	710	490	472	476	261	428	5,411	6,142	731
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	135,717	-	-	307,294	-	-	-	443,011	370,044	(72,967)
Road & Bridge Fees	90,796	37,441	38,652	45,367	41,321	45,200	35,391	36,534	370,702	443,620	72,918
Sales, Rentals & Services	(185)	-	-	2,750	833	(400)	1,000	-	3,998	-	(3,998)
Fines and Forfeitures	40,492	16,418	20,762	28,324	24,195	22,425	21,944	19,148	193,708	225,056	31,348
Road & Bridge Pct. 4											
Current Taxes	10,299	45,888	17,079	593	523	309	228	324	75,243	75,000	(243)
Intergovernmental Revenue	-	-	-	-	-	-	-	758	758	2,000	1,242
Auto Registration Fees	-	176,043	-	-	398,604	-	-	-	574,647	479,997	(94,650)
Road & Bridge Fees	117,775	48,566	-	58,848	53,598	58,630	45,906	47,388	430,711	575,435	144,724
Sales, Rentals & Services	(695)	1,400	50,137	(206)	2,475	1,560	1,570	330	56,571	-	(56,571)
Fines and Forfeitures	52,523	21,295	26,929	36,738	31,383	29,090	28,464	24,836	251,258	291,928	40,670
Other Revenue	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended
 For The Month Ending July 31, 2013

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 550,895	\$ 740,883	\$ 189,988	25.64%
Road & Bridge Funds	5,291,869	7,077,392	1,785,523	25.23%
Engineering Fund	708,796	938,027	229,231	24.44%
Parks & Recreation Fund	128,359	232,856	104,497	44.88%
General Fund:				
General Government	16,868,422	21,478,602	4,610,180	21.46%
Judicial	12,710,983	16,588,272	3,877,289	23.37%
Law Enforcement	35,594,368	46,903,645	11,309,277	24.11%
Education	272,708	384,064	111,356	28.99%
Health & Welfare	7,055,036	8,029,394	974,358	12.13%
Maintenance	2,536,880	3,537,903	1,001,023	28.29%
Other	1,269,488	1,464,153	194,665	13.30%
Mosquito Control Fund	1,682,789	2,178,007	495,218	22.74%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	5,924,537	5,934,312	9,775	0.16%
	<u>\$ 90,645,130</u>	<u>\$ 115,537,510</u>	<u>\$ 24,892,380</u>	<u>21.54%</u>



Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation
 For The Month Ending July 31, 2013

	October 2012							Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance	
	December	January	February	March	April	May	June					July
Jury Fund	\$ 149,912	\$ 42,033	\$ 14,398	\$ 122,850	\$ 54,605	\$ 14,517	\$ 14,057	\$ 128,545	\$ 9,978	\$ 550,895	\$ 740,883	\$ 189,988
Road & Brdg Pct. 1	251,943	76,814	95,106	150,814	171,918	96,530	121,858	147,507	100,357	1,212,847	1,567,233	354,386
Road & Brdg Pct. 2	301,353	101,642	98,671	153,063	167,025	150,173	121,079	124,384	71,170	1,288,560	1,613,698	325,138
Road & Brdg Pct. 3	285,503	93,910	94,306	126,708	245,212	104,154	96,397	105,981	73,033	1,225,204	1,847,440	622,236
Road & Brdg Pct. 4	337,643	124,562	117,463	155,856	107,230	141,846	158,255	174,290	248,113	1,565,258	2,049,021	483,763
Engineering	206,987	64,479	65,603	97,225	67,604	68,857	66,542	69,565	1,934	708,796	938,027	229,231
Parks & Recreation	27,060	3,023	7,075	9,822	33,008	10,299	7,474	18,257	12,341	128,359	232,856	104,497
Tax Assessor/Coll.	788,890	243,826	246,101	370,325	258,489	247,117	258,367	264,828	8,146	2,686,089	3,487,819	801,730
Human Resources	82,641	29,067	33,920	43,603	29,449	24,439	29,182	29,428	1,705	303,434	409,488	106,054
County Auditor	342,472	102,596	101,280	151,818	110,150	103,831	100,645	98,641	440	1,111,873	1,400,779	288,906
County Clerk	462,130	153,838	151,484	226,380	159,589	152,718	158,159	157,967	4,472	1,626,737	2,050,986	424,249
County Judge	184,575	56,819	58,787	77,571	63,698	58,459	59,429	59,453	3,137	621,928	833,549	211,621
Risk Management	52,600	17,132	17,133	25,578	17,210	19,762	19,864	17,983	-	187,262	231,595	44,333
County Treasurer	55,721	19,053	20,568	29,777	20,544	22,448	21,170	21,564	399	211,244	279,413	68,169
Printing Department	30,372	9,611	9,527	14,268	13,474	9,266	15,260	11,631	5,705	119,114	153,300	34,186
Purchasing Department	104,740	32,000	40,854	54,919	38,375	36,190	39,108	37,801	4,816	388,803	514,639	125,836
General Services	2,449,216	787,746	1,285,428	805,774	560,336	487,772	608,481	526,115	36,038	7,546,906	9,400,626	1,853,720
MIS	467,034	125,356	146,829	178,227	133,938	129,570	130,224	120,194	8,756	1,440,128	1,823,778	383,650
Voter's Registration	64,447	17,132	13,945	24,443	11,577	13,029	14,430	14,238	114	173,355	285,793	112,438
Elections	233,649	23,177	23,647	27,389	30,224	75,940	5,805	23,049	8,669	451,549	606,837	155,288
District Attorney	1,158,797	381,574	430,117	602,842	385,580	420,050	391,547	406,651	11,521	4,188,679	5,406,306	1,217,627
District Clerk	364,842	118,394	119,069	182,248	120,127	121,618	122,132	122,832	8,587	1,279,849	1,717,184	437,335
Criminal Dist. Court	231,630	68,011	85,306	99,259	194,592	165,291	154,399	79,171	38	1,077,697	1,314,349	236,652
58th Dist. Court	66,023	20,825	20,926	30,635	20,738	21,849	20,922	22,203	2,681	226,802	281,032	54,230
60th Dist. Court	60,142	20,076	20,182	29,612	20,104	20,305	20,058	20,618	21	211,118	267,028	55,910
136th Dist. Court	62,809	20,392	20,403	30,391	20,533	20,992	20,703	20,469	-	216,692	270,528	53,836
172nd Dist. Court	61,350	20,380	19,925	30,132	20,095	19,696	19,920	21,323	-	212,821	266,598	53,777
252nd Dist. Court	331,500	96,806	98,749	113,029	121,704	103,433	95,318	111,067	456	1,072,062	1,391,611	319,549
279th Dist. Court	76,630	21,020	36,673	38,430	29,135	25,351	22,513	31,430	-	281,182	372,378	91,196
317th Dist. Court	168,167	46,329	37,129	81,920	44,511	60,180	50,971	57,208	(394)	546,021	709,982	163,961
J.P. Pct. 1 Pl 1	74,042	24,722	25,894	36,678	25,912	25,195	25,907	26,013	107	264,470	323,950	59,480
J.P. Pct. 1 Pl 2	73,824	25,353	25,463	36,230	25,051	24,817	25,113	24,766	758	261,375	329,937	68,562
J.P. Pct. 2	62,041	20,449	21,733	30,886	21,044	21,403	21,076	20,341	270	219,243	318,303	99,060
J.P. Pct. 4	67,283	22,814	24,078	33,817	23,131	22,792	23,299	23,154	425	240,793	320,401	79,608
J.P. Pct. 6	73,422	25,026	25,269	36,487	24,988	26,270	26,599	27,548	1,467	267,076	345,123	78,047
J.P. Pct. 7	71,191	23,882	26,575	35,235	25,695	23,467	27,063	25,783	334	259,225	334,626	75,401
J.P. Pct. 8	76,255	24,764	25,528	35,907	25,229	21,748	23,259	24,522	296	257,508	341,761	84,253
Cnty. Court at Law 1	71,788	27,776	30,932	46,553	31,575	31,606	31,721	31,572	183	303,706	427,600	123,894
Cnty. Court at Law 2	131,617	42,150	44,246	62,989	47,812	47,139	45,443	45,310	20	466,726	605,646	138,920
Cnty. Court at Law 3	124,306	39,638	41,664	59,792	41,341	40,714	41,725	40,000	-	429,180	582,839	153,659
Court Master	79,106	26,720	25,587	38,408	26,026	25,781	26,031	34,413	-	282,072	417,506	135,434

Jefferson County, Texas
Statement of Transfers In and Out

Fund	Transfers In	Transfers Out
120 General Fund	1,529 (b)	1,605,025 (a)
211 Highway Improvement Fund	-	-
250 Cheek Step Sewer Improveent	-	1,529 (b)
311 Capital Projects	-	-
550 SETEC Fund	1,605,025 (a)	-
865 Marine Division	-	21,105 (a)
874 2012 Port Security Grant	21,105 (a)	-
	\$1,627,659	\$1,627,659

(a) Budgeted Transfer

(b) Residual Equity Transfer

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	194.60	384276	
WARREN'S DO-NUTS	42.23	384342	236.83**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	279.46	384235	
SCOOTER'S LAWNMOWERS	499.99	384257	
AT&T	61.02	384262	
UNITED STATES POSTAL SERVICE	.46	384305	840.93**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	225.60	384183	
APPLIED INDUSTRIAL TECH	203.87	384187	
CRABTREE BARRICADE SYSTEMS, INC.	24,000.00	384202	
GCR BEAUMONT TRUCK TIRE CENTER	277.12	384214	
ENTERGY	82.58	384220	
MUNRO'S	53.20	384239	
OFFICE DEPOT	71.95	384243	
SHERWIN-WILLIAMS	83.28	384261	
TRI-CON, INC.	5,716.52	384275	
WAUKESHA-PEARCE IND., INC.	771.78	384279	
NEW WAVE WELDING TECHNOLOGY	6.82	384364	
ACT PIPE AND SUPPLY	271.00	384367	
TEXAS ASPHALT PAVEMENT ASSOC	1,000.00	384417	32,763.72**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	428.12	384169	
ACTION OIL SERVICE, INC.	100.00	384174	
CERTIFIED LABORATORIES	159.28	384193	
BEAUMONT ENTERPRISE	138.32	384208	
FARM & HOME SUPPLY	5.69	384211	
MUNRO'S	12.45	384239	
SCOTT EQUIPMENT, INC.	144.53	384258	
AT&T	69.80	384262	
TIME WARNER COMMUNICATIONS	80.11	384270	
MATHESON TRI-GAS	84.61	384277	
HAMSHIRE TIRE & AUTO	40.00	384312	
LOWE'S HOME CENTERS, INC.	248.09	384313	
DOT CHAUVIN	350.00	384394	
PRO CHEM INC	91.45	384401	1,952.45**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	108.35	384172	
AUTOMATIC PUMP AND EQUIP., INC.	30.00	384185	
BEAUMONT TROPHIES	436.80	384188	
CITY OF BEAUMONT - WATER DEPT.	17.09	384195	
RB EVERETT & COMPANY, INC.	495.00	384209	
ENTERGY	1,056.93	384220	
M&D SUPPLY	85.86	384235	
MUNRO'S	76.32	384239	
OFFICE DEPOT	377.24	384243	
OIL CITY TRACTORS, INC.	33.53	384244	
TRI-CON, INC.	6,106.99	384275	
UNITED STATES POSTAL SERVICE	.77	384305	
LANSDOWNE-MOODY CO	255.16	384349	
INTERSTATE ALL BATTERY CENTER - BMT	566.75	384372	
ON TIME TIRE	253.60	384398	
ASCO	146.92	384411	10,047.31**
PARKS & RECREATION			
ENTERGY	391.19	384220	
A-1 MACHINE & HYDRAULIC	160.00	384371	551.19**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
THE EXAMINER	274.00	384210	
VERIZON WIRELESS	37.99	384302	
UNITED STATES POSTAL SERVICE	740.48	384305	1,052.47*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	8.80	384305	8.80*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	22.18	384305	22.18*
COUNTY CLERK			
XEROX CORPORATION	1,010.86	384285	
UNITED STATES POSTAL SERVICE	380.41	384305	
MANATRON	10,389.52	384358	11,780.79*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	384217	
WEST PUBLISHING CORPORATION	116.58	384281	
UNITED STATES POSTAL SERVICE	.38	384305	
VERVIE JONES-WHITE	500.00	384343	
J.T. HAYNES	500.00	384348	
DUNHAM HALLMARK PLLC	1,000.00	384392	2,516.96*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	15.92	384305	15.92*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	207.69	384305	207.69*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	8.22	384305	8.22*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	384175	
CASH ADVANCE ACCOUNT	95.00	384229	
TIME WARNER COMMUNICATIONS	120.95	384271	
TRI-CITY COFFEE SERVICE	90.00	384276	
TEXAS COFFEE COMPANY	41.71	384293	
VELOCITY EXPRESS	201.85	384303	
CROWN CASTLE INTERNATIONAL	1,332.65	384331	
GRIFFIN ELECTRIC	1,491.44	384419	3,409.60*
DATA PROCESSING			
GUARDIAN FORCE	36.00	384175	
BLACK BOX CORPORATION	82.19	384190	
STAR GRAPHICS COPIERS, INC.	770.00	384263	
CDW COMPUTER CENTERS, INC.	67.47	384294	
VERIZON WIRELESS	75.98	384302	
PENTON TECHNOLOGY MEDIA	149.00	384329	
SUMMIT TRAINING	1,740.00	384353	2,920.64*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	139.27	384305	139.27*
ELECTIONS DEPARTMENT			
M&D SUPPLY	79.20	384235	
SUTHERLAND LUMBER CO.	31.99	384265	
LOWE'S HOME CENTERS, INC.	159.42	384313	270.61*
DISTRICT ATTORNEY			
MANNINGS SCHOOL SUPPLY	19.95	384236	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	102.26	384243	
UNITED STATES POSTAL SERVICE	203.16	384305	
CHILD ABUSE & FORENSIC SERVICES	575.00	384310	
MCM ELEGANTE HOTEL	181.70	384341	
SUMMER TANNER	248.41	384354	1,330.48*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	352.54	384305	352.54*
CRIMINAL DISTRICT COURT			
JAMES R. MAKIN, P.C.	300.00	384390	300.00*
58TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	100.00	384227	
TEXAS COURT REPORTERS ASSOCIATION	150.00	384274	250.00*
60TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,659.00	384229	1,659.00*
136TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	100.00	384227	
UNITED STATES POSTAL SERVICE	2.50	384305	102.50*
252ND DISTRICT COURT			
GAYLYN COOPER	1,000.00	384176	
THOMAS J. BURBANK, P.C.	750.00	384191	
LEAH HAYES	431.65	384222	
NATHAN REYNOLDS, JR.	750.00	384253	
JOHN D WEST	800.00	384300	
UNITED STATES POSTAL SERVICE	122.08	384305	
JOEL WEBB VAZQUEZ	800.00	384334	
LUKE NICHOLS	1,025.00	384350	
SUMMER TANNER	606.25	384354	
ALEX BILL III	800.00	384391	
RIGHT TIME EDUCATIONAL SUPPORT SYS.	500.00	384395	
C. HADEN CRIBBS JR., PC	24,625.00	384397	
AUDWIN M SAMUEL	900.00	384416	33,109.98*
279TH DISTRICT COURT			
GAYLYN COOPER	350.00	384176	
PHILLIP DOWDEN	75.00	384182	
LAIRO DOWDEN, JR.	150.00	384204	
TERRENCE HOLMES	1,050.00	384223	
MARVA PROVO	825.00	384251	
ANITA F. PROVO	375.00	384252	
KEVIN PAULA SEKALY PC	75.00	384259	
KEVIN S. LAINE	325.00	384291	
CHARLES ROJAS	1,200.00	384296	
UNITED STATES POSTAL SERVICE	.38	384305	
KIMBERLY PHELAN, P.C.	375.00	384344	
RONALD PLESSALA	325.00	384366	
NORMAN DESMARAIS JR.	1,050.00	384376	
STEFANIE L. ADAMS, ATTORNEY AT LAW	956.25	384389	7,131.63*
317TH DISTRICT COURT			
PHILLIP DOWDEN	1,500.00	384182	
RAY COXE, PH.D.	350.00	384201	
TERRENCE HOLMES	1,310.00	384223	
JEFFERSON CTY. BAR ASSOCIATION	130.00	384228	
ANITA F. PROVO	1,250.00	384252	
KEVIN S. LAINE	325.00	384291	
CHARLES ROJAS	500.00	384296	
GLEN M. CROCKER	1,075.00	384308	
LANGSTON ADAMS	150.00	384319	
JUDY PAASCH	2,189.54	384336	

NAME	AMOUNT	CHECK NO.	TOTAL
LUKE NICHOLS	500.00	384350	
RYAN L MATUSKA	475.00	384357	
TONYA CONNELL TOUPS	75.00	384359	
RONALD PLESSALA	1,650.00	384366	
JONATHAN L. STOVALL	1,650.00	384387	
STEFANIE L. ADAMS, ATTORNEY AT LAW	375.00	384389	
THOMAS A PETERSON	75.00	384407	
TERRENCE ALLISON	500.00	384409	
MITCH ADAMS ATTORNEY AT LAW	500.00	384418	
			14,579.54*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	32.48	384305	
			32.48*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	3.62	384305	
			3.62*
JUSTICE COURT-PCT 2			
CASH ADVANCE ACCOUNT	142.00	384229	
OFFICE DEPOT	290.30	384243	
			432.30*
JUSTICE COURT-PCT 4			
POSTMASTER	698.00	384250	
			698.00*
JUSTICE COURT-PCT 6			
WEST PUBLISHING CORPORATION	222.00	384281	
UNITED STATES POSTAL SERVICE	53.38	384305	
			275.38*
JUSTICE COURT-PCT 7			
AT&T	29.41	384262	
			29.41*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	82.26	384243	
			82.26*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.69	384305	
LEXIS-NEXIS	43.00	384306	
			45.69*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	384176	
MARVA PROVO	250.00	384251	
UNITED STATES POSTAL SERVICE	12.75	384305	
LANGSTON ADAMS	300.00	384319	
SHEIGH SUMMERLIN	300.00	384346	
ANTOINE FREEMAN	250.00	384361	
THE PARKER LAW FIRM	300.00	384377	
DUSTIN R. GALMOR	300.00	384386	
			1,962.75*
COUNTY COURT AT LAW NO. 3			
MANNINGS SCHOOL SUPPLY	39.90	384236	
UNITED STATES POSTAL SERVICE	28.42	384305	
JOEL WEBB VAZQUEZ	250.00	384334	
C. HADEN CRIBBS JR., PC	250.00	384397	
			568.32*
COURT MASTER			
JUDGE LARRY GIST	2,766.80	384216	
VERIZON WIRELESS	88.71	384302	
UNITED STATES POSTAL SERVICE	1.15	384305	
			2,856.66*
MEDIATION CENTER			
ART SIGNS & DECALS	694.00	384184	
JASON'S DELI	66.63	384297	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	5.73	384305	766.36*
COMMUNITY SUPERVISION			
CDW COMPUTER CENTERS, INC.	91.76	384294	91.76*
SHERIFF'S DEPARTMENT			
CARQUEST AUTO PARTS # 96	347.00	384192	
FED EX	212.67	384213	
GT DISTRIBUTORS, INC.	2,007.65	384215	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,145.00	384225	
OLMSTED-KIRK PAPER	255.92	384245	
SCOOTER'S LAWNMOWERS	223.83	384257	
AT&T	256.80	384262	
RANDY WALSTON	35.96	384278	
KEESHA GUILLORY	150.00	384292	
UNITED STATES POSTAL SERVICE	1,007.74	384305	
BEAUMONT OCCUPATIONAL SERVICE, INC.	59.70	384309	
CINDY WOLFE	150.00	384316	
SHERWOOD ANIMAL CLINIC	29.00	384327	
POLICE TRAK SYSTEMS	450.00	384382	
SORENSEN FORENSIC	11,872.00	384403	
FLIGHT SUITS DBA GIBSON & BARNES	764.75	384406	19,968.02*
CRIME LABORATORY			
ABACUS DIAGNOSTIC, INC.	436.00	384179	
COLLABORATIVE TESTING SERVICES	685.00	384198	
COTTON CARGO	447.50	384200	
FED EX	27.18	384213	
OFFICE DEPOT	268.67	384243	
SANITARY SUPPLY, INC.	121.08	384256	
CDW COMPUTER CENTERS, INC.	181.58	384294	
UNITED STATES POSTAL SERVICE	13.01	384305	
MIRELES TECHNOLOGIES, INC.	692.00	384314	
CERILLIANT	120.75	384320	
JULIE HANNON	600.00	384412	3,592.77*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	200.03	384171	
HILO / O'REILLY AUTO PARTS	31.96	384173	
KINDRA, DBA J&R SERVICES	2,114.02	384231	
M&D SUPPLY	68.74	384235	
OFFICE DEPOT	52.62	384243	
PETTY CASH - SHERIFF'S OFFICE	335.00	384246	
AT&T	917.45	384262	
MARK ELLIS	8.17	384352	3,727.99*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	66.28	384302	
UNITED STATES POSTAL SERVICE	35.37	384305	101.65*
JUVENILE DETENTION HOME			
BOB BARKER CO., INC.	443.96	384186	
CASH ADVANCE ACCOUNT	798.80	384229	
JOHN C. WHITE, D.D.S.	100.00	384282	
OAK FARM DAIRY	177.40	384290	
CHARMTEX INC.	729.90	384328	
FLOWERS FOODS	109.70	384332	
AI FILTER SERVICE COMPANY	183.79	384396	2,543.55*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	384302	
UNITED STATES POSTAL SERVICE	80.26	384305	308.20*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	384302	113.97*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	113.97	384302	113.97*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	696.47	384229	
OFFICE DEPOT	53.62	384243	
10-32 SUPPLY	300.00	384288	
VERIZON WIRELESS	113.97	384302	
UNITED STATES POSTAL SERVICE	4.86	384305	1,168.92*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	384302	113.97*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	384302	113.97*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	100.01	384170	
KIRKSEY'S SPRINT PRINTING	21.00	384233	
UNITED STATES POSTAL SERVICE	135.17	384305	256.18*
HEALTH AND WELFARE NO. 1			
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	384180	
CITY OF BEAUMONT	17.95	384181	
BEAUMONT TROPHIES	479.75	384188	
ENTERGY	70.00	384221	
MUNRO'S	23.92	384239	
PETTY CASH - N C WELFARE	99.99	384247	
PHYSICIAN SALES & SERVICE, INC.	92.97	384249	
STAR GRAPHICS COPIERS, INC.	125.00	384263	
UNITED STATES POSTAL SERVICE	74.08	384305	
RACHEL DRAGULSKI	39.55	384318	
SIGN INTERNATIONAL	220.00	384326	
CENTERPOINT ENERGY RESOURCES CORP	70.00	384337	
BONNIE SWAIN	22.60	384383	
SAM'S CLUB DIRECT	71.50	384402	
NOVARTIS VACCINES AND DIAGNOSTICS	3,363.60	384405	
HEB FOOD DRUG	45.00	384408	4,915.91*
HEALTH AND WELFARE NO. 2			
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	384180	
CLAYBAR FUNERAL HOME, INC.	984.00	384196	
OFFICE DEPOT	193.49	384243	
AT&T	29.41	384262	
TEXAS GAS SERVICE	22.46	384323	
ESSLINE KNOX	52.55	384388	1,381.91*
CHILD WELFARE UNIT			
DISA, INC.	23.00	384206	
TARGET STORES DIVISION	3,870.26	384298	
BEAUMONT OCCUPATIONAL SERVICE, INC.	493.20	384309	
J.C. PENNEY'S	2,387.86	384311	6,774.32*
ENVIRONMENTAL CONTROL			
AT&T	29.46	384262	29.46*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	384362	
CARDINAL HEALTH 110 INC	12,821.76	384415	16,594.76*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	384301	150.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	108.00	384175	
CITY OF BEAUMONT - WATER DEPT.	8,920.61	384195	
W.W. GRAINGER, INC.	262.05	384219	
ENTERGY	8,859.44	384220	
RITTER LUMBER CO.	75.74	384254	
SANITARY SUPPLY, INC.	4,069.19	384256	
ACE IMAGEWEAR	313.61	384260	
AT&T	5,034.75	384262	
CDW COMPUTER CENTERS, INC.	118.12	384294	
ACADIAN HARDWOODS, BEAUMONT	153.18	384317	
AT&T GLOBAL SERVICES	2,835.00	384324	
OTIS ELEVATOR COMPANY	2,756.00	384330	
FIRETROL PROTECTION SYSTEMS, INC.	280.00	384368	
NEDERLAND FRAME SHOP	22.27	384380	
MAINTENANCE-PORT ARTHUR			33,807.96*
JOHNSTONE SUPPLY	174.81	384177	
ALL-PHASE ELECTRIC SUPPLY	278.37	384199	
DRAGO HARDWARE CO.	21.57	384205	
AT&T	1,250.88	384262	
TIME WARNER COMMUNICATIONS	63.76	384272	
SOLAR	18.76	384307	
TEXAS GAS SERVICE	270.28	384322	
PARKER LUMBER	72.12	384381	
CARRIER ENTERPRISE LLC	265.46	384413	
MAINTENANCE-MID COUNTY			2,416.01*
ENTERGY	475.15	384220	
ACE IMAGEWEAR	54.22	384260	
ATTABOY TERMITE & PEST CONTROL	54.00	384373	
SERVICE CENTER			583.37*
A-LINE FRONT END & BRAKE	157.00	384178	
KINSEL FORD, INC.	899.22	384232	
WHITE TIRE	25.25	384283	
VERIZON WIRELESS	41.90	384302	
BUMPER TO BUMPER	504.49	384335	
AIRPORT GULF TOWING LLC	95.00	384345	
UNIFIRST HOLDINGS INC	17.20	384375	
SPANKY'S WRECKER SERVICE INC	150.00	384399	
ADVANCE AUTO PARTS	271.70	384410	
VETERANS SERVICE			2,161.76*
UNITED STATES POSTAL SERVICE	5.36	384305	
HILARY GUEST	122.12	384321	
J.C. FAMILY TREATMENT CT.			127.48*
BEAUMONT OCCUPATIONAL SERVICE, INC.	229.10	384309	
JUDY PAASCH	50.00	384336	
LAW LIBRARY FUND			190,079.91**
TDCAA BOOK ORDERS	217.00	384267	
WEST PUBLISHING CORPORATION	444.00	384281	
EMPG GRANT			661.00**
VERIZON WIRELESS	186.50	384301	
JUVENILE TJPC-A-2012-123			186.50**
VICTORIA COUNTY JUVENILE SERVICES	22.72	384363	
JUVENILE PROB & DET. FUND			22.72**
VERIZON WIRELESS	31.90	384302	
IV-E FOSTER CARE			31.90**

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	34.49	384302	34.49**
COMMUNITY SUPERVISION FND			
BEAUMONT TROPHIES	1,122.35	384188	
DELL MARKETING L.P.	43,329.60	384203	
CASH ADVANCE ACCOUNT	1,271.54	384229	
CDW COMPUTER CENTERS, INC.	5.04	384294	
VERIZON WIRELESS	120.14	384302	
UNITED STATES POSTAL SERVICE	87.38	384305	
ABSHIRE INTERPRETING SERVICES	220.00	384360	46,156.05**
JEFF. CO. WOMEN'S CENTER			
GUARDIAN FORCE	124.00	384175	
BINSWANGER GLASS CO.	96.34	384189	
DELL MARKETING L.P.	11,171.40	384203	
FAST SIGNS, INC.	259.50	384212	
GOLD CREST ELECTRIC CO., INC.	691.32	384218	
INTOXIMETERS, INC.	499.95	384224	
JEFFERSON CTY. WOMEN'S CENTER	5.00	384226	
LUBE SHOP	41.24	384234	
M&D SUPPLY	952.45	384235	
OFFICE DEPOT	211.45	384243	
PHILPOTT MOTORS, INC.	26,656.84	384248	
SANITARY SUPPLY, INC.	447.72	384256	
SUPREME SALES CO., INC.	4,162.29	384264	
SYSCO FOOD SERVICES, INC.	864.68	384266	
TIME WARNER COMMUNICATIONS	28.99	384268	
TEXAS PROBATION ASSOCIATION	140.00	384273	
PETTY CASH - RESTITUTION I	137.24	384286	
VERIZON WIRELESS	31.90	384302	
THE CHANGE COMPANIES	250.00	384315	
BEN E KEITH FOODS	1,490.65	384333	
PAPER MART	585.55	384355	
ATTABOY TERMITE & PEST CONTROL	50.00	384373	
ROCHESTER ARMORED CAR CO INC	121.64	384384	
SAM'S CLUB DIRECT	1,237.88	384402	50,258.03**
HIGH RISK CASELOAD GRANT			
CASH ADVANCE ACCOUNT	565.54	384229	565.54**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	153.00	384229	
JAMES GREEN	100.00	384385	253.00**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	132.30	384243	132.30**
SCAAP GRANT			
KUBOTA TRACTOR CORPORATION	12,018.80	384378	12,018.80**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	90.88	384356	90.88**
COUNTY RECORDS MANAGEMENT			
DELL MARKETING L.P.	405.58	384203	
UNITED STATES POSTAL SERVICE	.84	384305	406.42**
VAWA FUND			
KIMBERLY PHELAN, P.C.	500.00	384344	500.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	945.00	384229	945.00**
TAX OFFICE AUTO DEALER			

NAME	AMOUNT	CHECK NO.	TOTAL
ACADIAN HARDWOODS, BEAUMONT	105.30	384317	105.30**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	1,117.14	384203	
CDW COMPUTER CENTERS, INC.	139.62	384294	
VERIZON WIRELESS	113.97	384302	1,370.73**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	36.75	384239	
OFFICE DEPOT	50.25	384243	
TIME WARNER COMMUNICATIONS	100.52	384269	
TRI-CITY COFFEE SERVICE	37.85	384276	
VERIZON WIRELESS	37.99	384302	
SETXSOCIALCENTER.COM	180.00	384374	443.36**
CAPITAL PROJECTS FUND			
GUARDIAN FORCE	1,400.00	384175	
MAVERICK COMMUNICATIONS, INC.	4,366.21	384237	
FAUST ENGINEERING & SURVEYING INC	5,000.00	384414	10,766.21**
AIRPORT FUND			
CINTAS, INC.	32.51	384194	
COASTAL WELDING SUPPLY	90.71	384197	
ALL-PHASE ELECTRIC SUPPLY	9.00	384199	
W.W. GRAINGER, INC.	22.71	384219	
MID-COUNTY ALTERNATOR	220.00	384238	
NOACK LOCKSMITH	15.75	384241	
OFFICE DEPOT	165.71	384243	
ROGERS AUTO PARTS, INC.	41.99	384255	
TRI-CON, INC.	1,275.42	384275	
TRI-CITY COFFEE SERVICE	225.75	384276	
NEDERLAND HARDWARE SUPPLY	39.02	384280	
WHITE TUCKER COMPANY INC	361.20	384284	
BUBBA'S AIR CONDITIONING	410.50	384287	
GARSITE	85.00	384289	
UNITED COMMUNICATIONS, INC.	700.00	384299	
VERIZON WIRELESS	75.98	384302	
UNITED STATES POSTAL SERVICE	12.22	384305	
LOWE'S HOME CENTERS, INC.	279.74	384313	
CLASSIC FORMS AND PRODUCTS	435.11	384325	
CENTERPOINT ENERGY RESOURCES CORP	26.74	384338	
TRIDENT PETROLEUM EQUIPMENT	655.00	384347	
KBMT	330.00	384351	
ASCENT AVIATION GROUP INC	82,069.18	384365	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	75.00	384369	
LAMAR ADVERTISING	861.00	384370	
UNIFIRST HOLDINGS INC	161.70	384375	
MOWERS TRACTORS INC	180.87	384393	
INDUSTRIAL & COMMERCIAL MECHANICAL	210.00	384400	
ADVANCE AUTO PARTS	309.93	384410	89,377.74**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	2,865.00	384379	2,865.00**
LIABILITY CLAIMS ACCOUNT			
PORTNER BOND PLLC	2,796.29	384404	2,796.29**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,193.32	384339	
TRISTAR RISK MANAGEMENT	4,137.05	384340	7,330.37**
PAYROLL FUND			
JEFFERSON CTY. TREASURER	17,764.08	384155	
INTERNAL REVENUE SERVICE	150.00	384156	
JEFFERSON CTY. TREASURER - HEALTH	384,320.06	384157	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - GENERAL	25.00	384158	
JEFFERSON CTY. TREASURER - PAYROLL	1,588,421.65	384159	
JEFFERSON CTY. TREASURER - PAYROLL	586,860.85	384160	
TGSLC	242.62	384161	
JEFFERSON CTY. TREASURER - TCDRS	520,014.93	384162	
DEPARTMENT OF SOCIAL SERVICES	140.76	384163	
TENNESSEE CHILD SUPPORT	115.38	384164	
FMS DMS PIONEER	34.62	384165	
SBA - U S DEPARTMENT OF TREASURY	168.49	384166	
ACCOUNT CONTROL TECHNOLOGY, INC.	173.48	384167	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	384168	
			3,098,549.15**
ORCA - IKE			
SIMCO ENTERPRISES, LTD	117,186.53	384207	
H.B. NEILD & SONS, INC.	13,288.95	384240	
			130,475.48**
MARINE DIVISION			
JOHNSON SUPPLY	422.88	384230	
			422.88**
2009 PORT SECURITY			
ORANGE COUNTY TREASURER	69,575.64	384295	
			69,575.64**
			3,763,092.22***

Regular, September 05, 2013

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 05, 2013