

SPECIAL, 9/30/2013 1:30:00 PM

BE IT REMEMBERED that on September 30, 2013, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

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

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
September 30, 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 30, 2013**

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

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

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 13-023/KJS) Airport T-Hanger Pavement Rehabilitation, with Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 9

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 approve, execute, receive and file a revision to Amendment No. 6 (Agreement for Architectural Services) with Bailey Architecture and Jefferson County to replace the wording of the schedule in Article 1.5.1, with regard to Phase Five Restoration of the Jefferson County Courthouse.

SEE ATTACHMENTS ON PAGES 10 - 11

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday October 5, 2013 at 9:00 A.M.

SEE ATTACHMENTS ON PAGES 12 - 13

Action: TABLED

COMMISSIONERS COURT:

4. Consider and possibly approve, execute, receive and file the reappointment of Commissioner Eddie Arnold, Primary Voting Member and Don Rao, Alternate Member to the JOHRTS (Jefferson-Orange-Hardin Regional Transportation Study) Transportation Planning Committee effective October 01, 2013 through September 30, 2016.

SEE ATTACHMENTS ON PAGES 14 - 14

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

5. Consider and possibly approve a Proclamation for the Julie Rogers Gift of Life National Ovarian and Breast Cancer Awareness Months.

SEE ATTACHMENTS ON PAGES 15 - 16

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

6. Receive and file executed GLO Contract No. 13-242-000-7440, CEPRA Award 1530 for restoration work on the McFaddin NWR Beach Ridge.

SEE ATTACHMENTS ON PAGES 17 - 54

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

7. Consider and possibly approve Jefferson County Tourism Committee Fall 2013 Hotel Occupancy Tax allocation recommendations.

Clerk's Note: Commissioner Alfred requested the recommendations be read into the minutes by the Director. See attached.

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
September 30, 2013*

8. Consider and possibly approve a Resolution authorizing application by the Family Treatment Drug Court for funding to allow Judge Larry Thorne to attend training in Forth Worth, Texas January 29-31, 2014 (No matching funds required.)

SEE ATTACHMENTS ON PAGES 55 - 55

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

9. Receive and file executed Inter-Governmental Agreement between Jefferson County and Jefferson County Drainage District 6 for drainage work in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 56 - 60

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

10. Hear presentation from David Slaughter Regional Director Altus Hospice, regarding groundbreaking event October 3, 2013.

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

11. Receive and file Order to adopt tax rate at .365 cents per \$100 valuation. Tax rate is .341425 for maintenance and operations and .023575 for debt service.

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

12. Receive and file the 2013-2014 Budget.

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

ADDENDUMS

13. Consider and possibly approve a Proclamation declaring October as Financial Exploitation Awareness Month.

SEE ATTACHMENTS ON PAGES 61 - 62

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AIRPORT:

14. Consider and possibly authorize the County Judge to execute the TxDOT CSJ No.M1420BMPT Grant for the Routine Airport Maintenance Program.

SEE ATTACHMENTS ON PAGES 63 - 77

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

15. Consider and approve budget transfer - Purchasing - additional cost for postage.

120-1022-415-4052	POSTAGE	\$200.00	
120-1022-415-5062	TRAVEL EXPENSE		\$200.00

SEE ATTACHMENTS ON PAGES 78 - 78

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

16. Consider and approve budget amendment - Voter Registration - additional cost for postage.

120-1031-415-4052	POSTAGE	\$175.00	
120-1011-415-4052	POSTAGE		\$175.00

SEE ATTACHMENTS ON PAGES 79 - 79

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

17. Consider and approve budget transfer - Visitors' Center - additional cost.

286-8040-465-1005	EXTRA HELP	\$4,740.00	
286-8040-465-5077	CONTRACTUAL SERVICE	\$1,880.00	
286-8040-465-3017	CLOTHING		\$1,000.00
286-8040-465-3044	JANITOR SUPPLIES		\$2,930.00
286-8040-465-3084	MINOR EQUIPMENT		\$810.00
286-8040-465-4009	BUILDINGS AND GROUNDS		\$1,880.00

SEE ATTACHMENTS ON PAGES 80 - 80

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

18. Consider and approve acceptance of 2013 Port Security Grant award for \$738,000. The County has a 25% match for \$184,500.

SEE ATTACHMENTS ON PAGES 81 - 90

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

19. Receive and file Financial & Operating Statements for the Month Ending August 31, 2013.

SEE ATTACHMENTS ON PAGES 91 - 105

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

20. Regular County Bills - check #385376 through check #385654.

SEE ATTACHMENTS ON PAGES 106 - 115

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

HUMAN RESOURCES:

21. Consider and approve, receive and file orders to authorize the following change to TCDRS Plan Provisions for Jefferson County to be effective January 1, 2014. Adopt a flat rate 1% COLA for retirees New rate of 17.41%

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

**Jeff R. Branick
County Judge**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Invitation for Bids

September 30, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-023/KJS, Airport T-Hanger Pavement Rehabilitation. Specifications and plans are available for a non-refundable fee of \$25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Donald Rao at 409-835-8584.

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Airport T-Hanger Pavement Rehabilitation
BID NO: IFB 13-023/KJS
DUE DATE/TIME: 11:00 AM, October 29, 2013
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

A mandatory Pre-Bid Conference will be held on Tuesday, October 15, 2013 at 10:00 am. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Karen J. Stewart MBA, Assistant Purchasing Agent, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News –October 2, 2013 and October 9, 2013

**REVISION
DATED 26 SEPTEMBER 2013
TO AMENDMENT NO. SIX OF THE
AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN BAILEY ARCHITECTS AND JEFFERSON COUNTY, TEXAS
DATED 28 AUGUST 2013
FOR THE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE
LOCATED IN BEAUMONT, TEXAS**

AMENDED SCOPE OF ARCHITECTURAL SERVICES

Jefferson County, Texas has requested that the following additional scope of services and compensation for such services be performed under the above referenced Agreement. Jefferson County, Texas and Bailey Architects, Inc. mutually agree to such amendments to the services to be performed and the compensation for such services and to other miscellaneous revisions to the Agreement as enumerated below.

AMENDMENTS TO THE ABOVE REFERENCED AMENDMENT

Amended Scope of Architectural Services

Item 1, Add:

“i. New Fire Sprinkler for Basement and First Floor of the 1930 historic courthouse.”

Add:

“3. Schematic Design of a sprinkler riser sized to serve the whole 1930 historic courthouse (basement through 14th floor). The sprinkler riser would be designed to meet current code requirements. Sprinkler connections at each floor other than basement and first floors would be designed in future phases of the restoration work, and do not form part of this scope of work.”

Amendments to the Above Referenced Amendment

Article 1.1.2.3:

Item 1, Add:

“i. New Fire Sprinkler for Basement and First Floor of the 1930 historic courthouse.”

Add:

“3. Schematic Design of a sprinkler riser sized to serve the whole 1930 historic courthouse (basement through 14th floor). The sprinkler riser would be designed to meet current code requirements. Sprinkler connections at each floor other than basement and first floors would be designed in future phases of the restoration work, and do not form part of this scope of work.”

Article 1.3.3.2:

Add:

“9. Full design of the sprinkler riser after Schematic Design, if accepted, will be an additional service.

10. Design of central plant, water tank, fire pump and other system upgrades to meet new HVAC and/or sprinkler system loads”

Article 1.5.1:

Add:

“When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in

**REVISION
DATED 26 SEPTEMBER 2013
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AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN BAILEY ARCHITECTS AND JEFFERSON COUNTY, TEXAS
DATED 28 AUGUST 2013
FOR THE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE
LOCATED IN BEAUMONT, TEXAS**

accordance with the schedule set forth in Section 1.5.1 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the construction Phase is commenced.”

OWNER

ARCHITECT

(signature)



(signature)

(printed name and title)

JEFFERSON COUNTY, TEXAS

Ray D. Leiker, AIA, Vice President

(printed name and title)

BAILEY ARCHITECTS, INC.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: September 23, 2013

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday October 5, 2013 at 9:00 A.M.

Thank you.

A handwritten signature in black ink, appearing to read "Keith Stewart". The signature is written in a cursive style with a large loop at the end.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

October 5, 2013

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
SHERIFF	2009 FORD CROWN VICTORIA	2FAHP71V69X118690	33222
<i>contact person: David Fontenot</i>			

Approved by Commissioners' Court: _____

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



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

Eddie Arnold
Jefferson County
Commissioner Pct. #1

RECEIVED
SEP 17 2013

September 16, 2013

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Item

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for September 30, 2013.

Consider and possible approve, execute, receive and file the reappointment of Commissioner Eddie Arnold, Primary Voting Member and Don Rao, Alternate Member to the JOHRTS (Jefferson-Orange-Hardin Regional Transportation Study) Transportation Planning Committee effective October 01, 2013 through September 30, 2016.

Thank you,

Eddie Arnold
County Commissioner, Pct. #1



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2013, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

Julie Rogers Gift of Life Program 2013 Ovarian and Breast Cancer Awareness Months

WHEREAS, September and October, 2013 are National Ovarian and Breast Cancer Awareness Months; and

WHEREAS, according to the National Ovarian Cancer Coalition, the public is still largely unfamiliar with ovarian cancer, a silent disease with vague symptoms, that ranks as the fifth leading cause of cancer-related death among women and the deadliest of all gynecologic cancers; and

WHEREAS, except for skin cancer, breast cancer is the most common cancer among American women, with about 1 in 8 women in the nation developing invasive breast cancer during her lifetime; and

WHEREAS, this year an estimated 254,580 women will be diagnosed with either breast or ovarian cancer and 53,850 women will die from these diseases in the United States; and

WHEREAS, to heighten awareness of these diseases, the Gift of Life will conduct in October a month-long regional cancer outreach campaign, **Putting on the Pink**, that includes **Paul Anka Live in Concert** on **Thursday, October 3** at the Julie Rogers Theatre; a **5K Ribbon Run Color Rush** in loving memory of Julie Richardson Procter on **Saturday, October 5** in Downtown Beaumont; and **BRA-vo! Applause for the Cause**, a breast cancer survivor project featured at the Art Museum of Southeast Texas; and

WHEREAS, because early detection is the best protection against cancer, it is imperative that women are educated about breast and ovarian cancer symptoms and risk factors and receive a yearly mammogram, which is recognized as the single most effective method for detection of breast cancer; and

WHEREAS, the Gift of Life provides more than 2,200 free mammograms and clinical breast exams for medically underserved individuals each year with access to follow-up care for those who require additional testing and treatment following their screenings; and

WHEREAS, the Gift of Life has helped extend the lives of nearly 200 women whose breast cancer was detected at "Gift of Life" screenings and furthers its compassionate continuum of care through the provision of monthly breast cancer support group meetings for cancer patients, survivors, families and caregivers; and

WHEREAS, the Gift of Life's Julie Richardson Procter Ovarian Cancer Educational Awareness Initiative and the Sidney "Chief" Dauphin breast cancer outreach programs provide extensive outreach and educational materials to high school senior girls and adult women throughout the program's seven county service area with continuing cancer education seminars for medical profession.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, does hereby proclaim the month of September, 2013 as OVARIAN CANCER AWARENESS MONTH, October 2013 as BREAST CANCER AWARENESS MONTH, and Monday, September 30 as JULIE ROGERS GIFT OF LIFE PROGRAM DAY in Jefferson County and we ask all citizens to join us in encouraging women to raise awareness and become informed.

SIGNED this _____ day of _____, 2013.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****September 30, 2013**

Receive and file executed GLO Contract No. 13-242-000-7440, CEPRA Award 1530 for restoration work on the McFaddin NWR Beach Ridge.

**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.



RECEIVED¹⁹
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

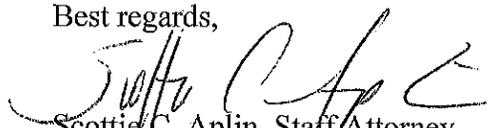
**RE: GLO CONTRACT NO. 13-242-000-7440, CEPRA AWARD NO. 1530
SPECIAL DOCUMENT NO. 201300002 UNDER GLO CONTRACT 13-242-000-7440**

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

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§

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.

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 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

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)

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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.

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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

[Handwritten Signature]

Name: JEFF R. BRANICK
Title: County Judge

Date: _____

Date: 09-05-13

APPROVED:

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

MAN

ACKNOWLEDGMENT BY QPP

STATE OF TEXAS

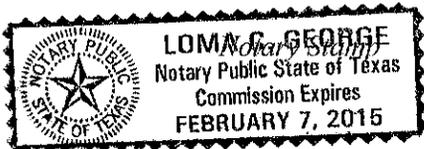
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COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 5th day of September, 20 13,

by LOMA C GEORGE
(Individual Acknowledging This Document)

[Handwritten Signature]
(Notary Signature)



Notary Public, State of TEXAS

My commission expires: February 7, 2015

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 *Textravel*" 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 200 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

JEFF Bronicky, County JUDGE

DATE

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>	
<small>1. 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 user 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.</small>	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. 0348-0046. 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 (0348-0046), 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

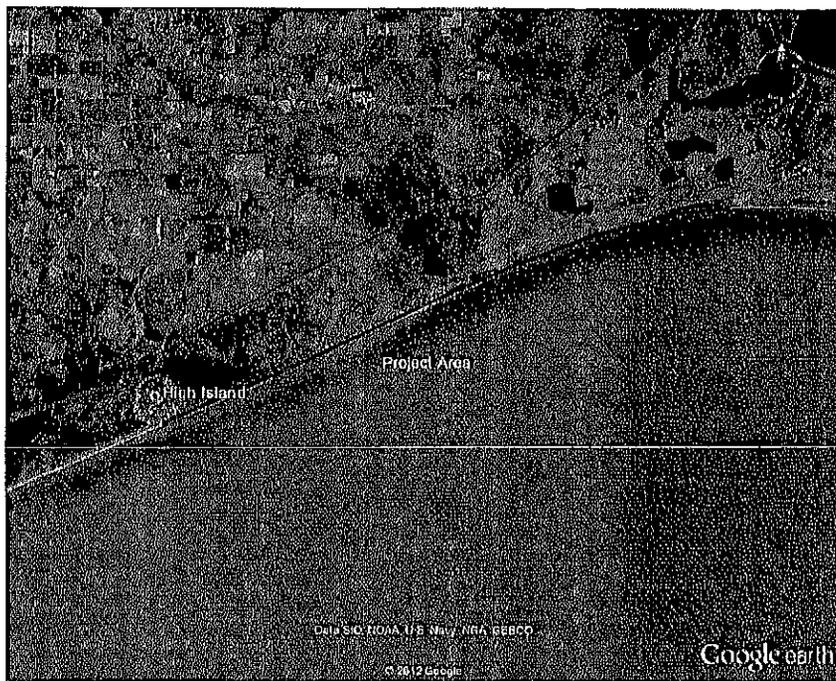
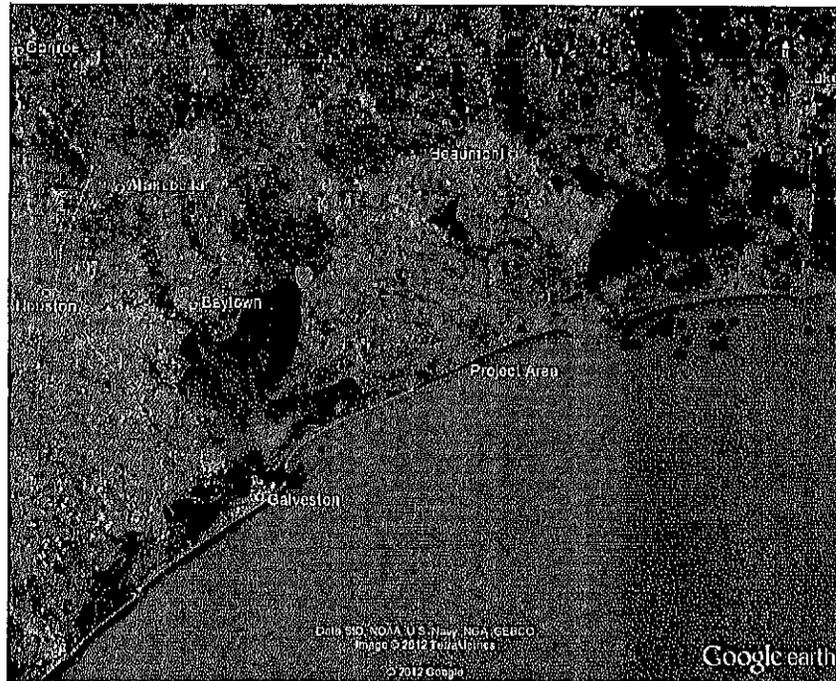
*County Coastal Impact Assistance Program (FY 2008), Award No. F12AF01207, awarded September 18, 2012 and amended on November 6, 2012 for time extension. Part of this award has been allocated to CEPRA Project No. 1516 under GLO Contract No. 11-239-000-4825.

**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





Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2013, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following **RESOLUTION** was adopted:

AUTHORIZING THE SUBMISSION OF A STIPEND APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE FOR TRAINING MEMBERS OF FAMILY TREATMENT DRUG COURT TEAM; AND AUTHORIZING JUDGE BRANICK TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THIS GRANT PROGRAM

WHEREAS, the Commissioners Court of Jefferson County desires to avail itself of the opportunity to obtain grant funding to assist the Jefferson County Family Treatment Drug Court; and

WHEREAS, Judge Larry Thorne, Judge of the Family Treatment Drug Court has the opportunity to attend the 2014 Texas Association of Drug Court Professionals Annual training in Forth Worth, Texas January 29-31, 2014; and

WHEREAS, it is necessary and in the best interests of Jefferson County to apply for funding available in this grant; and

WHEREAS, matching funds are not required in this grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

1. That an application for the training stipend is available for funds to allow Judge Larry Thorne to attend the 2014 Texas Association of Drug Court Professionals Annual Training is hereby authorized to be filed on behalf of the County with the Justice Division of the Governor's Office.
2. That the Commissioners Court directs and designates Judge Branick as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application.

SIGNED this ____ day of _____, 2013.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****September 30, 2013**

Receive and file executed Inter-Governmental Agreement between Jefferson County and Jefferson County Drainage District 6 for drainage work in Precinct No. 2.

INTER-GOVERNMENTAL AGREEMENT
(Precinct No. 2 Drainage Work)
 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, the County is constructing various drainage improvements in Precinct No. 2 which will supply a great deal of flood relief to the County's citizens, homes, businesses, as well as county roadways, saving the County countless dollars in expenditures for road repairs needed after flood events.

WHEREAS, Drainage District No. 6 owns off-road dump trucks that are essential for the drainage work and excavation to be conducted by Jefferson County Precinct No. 2 at the Jack Brooks Regional Airport located in Jefferson County, Texas.

WHEREAS, Jefferson County Precinct No. 2 owns highway dump trucks that are essential for the drainage work Drainage District No. 6 is performing on Taylor's Bayou at the Craigen Road Bridge site in Jefferson County, Texas.

FOR AND IN CONSIDERATION of the mutual benefits to the County, Drainage District No. 6 and Jefferson County Precinct No. 2, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Drainage District No. 6 will make two (2) off-road dump trucks available to Jefferson County Precinct No. 2; during times mutually agreed upon, to be used on a drainage project at the Jack Brooks Regional Airport in Jefferson County, Texas.
2. Jefferson County Precinct No. 2 will make two (2) highway dump trucks available to Drainage District No. 6; during times mutually agreed upon, to be used on a drainage project on Taylor's Bayou at the Craigen Road Bridge site in Jefferson County, Texas.

INTER-GOVERNMENTAL AGREEMENT - Precinct No. 2 Drainage Work
COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Page 2 of 2

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.

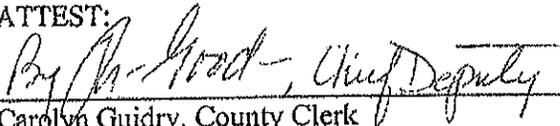
COUNTY OF JEFFERSON

WITNESS OUR HANDS effective this 16th day of September, 2013.

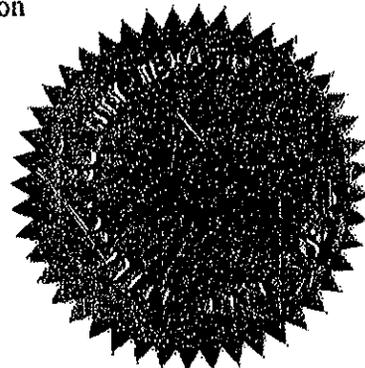


Jeff Blank, County Judge
County of Jefferson

ATTEST:

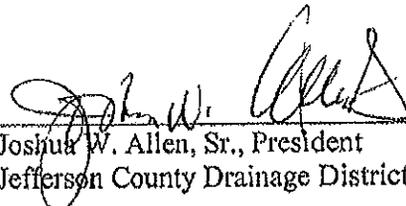


Carolyn Guidry, County Clerk
County of Jefferson



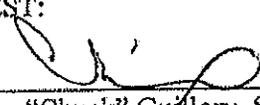
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

WITNESS OUR HANDS effective this 24th day of September, 2013.

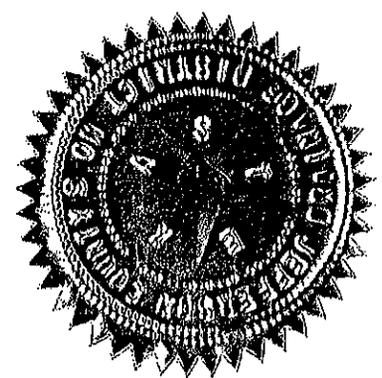


Joshua W. Allen, Sr., President
Jefferson County Drainage District No. 6

ATTEST:



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



THE STATE OF TEXAS
 THE COUNTY OF JEFFERSON
 JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

2013 — 136

Agenda Item 5

RESOLUTION

BE IT REMEMBERED that, at a meeting of the Board of Directors of Jefferson County Drainage District No. 6, of Jefferson County, Texas, at which a quorum was present, held after proper notice according to law on the 24th day of **September, 2013**, on a motion made by Charles "Chuck" Guillory and seconded by James D. McNicholas the following Resolution was duly adopted by vote of Board Members present and voting as follows:

Director Joshua W. Allen, Sr.	<u>Aye</u>
Director William F. Miranda	<u>Absent</u>
Director James D. McNicholas	<u>Aye</u>
Director Charles "Chuck" Guillory	<u>Aye</u>
Director Miriam K. Johnson	<u>Aye</u>

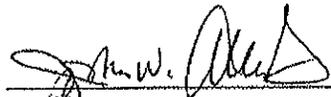
WHEREAS, the County of Jefferson, Texas ("County"), is constructing various drainage improvements in Precinct No. 2, which will supply a great deal of flood relief to the County's citizens, homes, businesses, as well as county roadways, saving the County countless dollars in expenditures for road repairs needed after flood events; and

WHEREAS, Jefferson County Drainage District No. 6 ("District") owns off-road dump trucks that are essential for the drainage work and excavation to be conducted by Jefferson County Precinct No. 2 at the Jack Brooks Regional Airport located in Jefferson County, Texas; and

WHEREAS, Jefferson County Precinct No. 2 ("Precinct No. 2") owns highway dump trucks that are essential for the drainage work the District is performing on Taylor's Bayou at the Craigen Road Bridge site in Jefferson County, Texas,

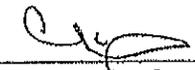
BE IT RESOLVED that the execution of an "Inter-Governmental Agreement" between the County and the District, wherein the District will make available to Precinct No. 2; during times mutually agreed upon, two (2) off-road dump trucks to be used on a drainage project at the Jack Brooks Regional Airport, and in return, Precinct No. 2 will make available to the District; also during mutually agreed upon times, two (2) highway dump trucks to be used on a drainage project on Taylor's Bayou at the Craigen Road Bridge site, be and the same is hereby Authorized.

ADOPTED this 24th day of **September, 2013**.



President

ATTEST:



Secretary/Acting Secretary



PROCLAMATION

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

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2013, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

**Proclamation Declaring
October as Financial Exploitation Awareness Month**

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

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

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

WHEREAS, Jefferson County APS Caseworkers have completed **1,474** investigations of which **954** cases of Abuse, Neglect and Exploitation were confirmed against our elderly Texans or those with disabilities in **2012**; and

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

WHEREAS, Financial Exploitation of Elderly and adults with a disability happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve Financial Exploitation which is the illegal or improper use of another person's money or property for personal profit or gain. It is our duty as citizens to reach out to people in need;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS do hereby proclaim the month of October 2013 to be Financial Exploitation Awareness Month in Jefferson County and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Signed this ____ day of _____, 2013

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

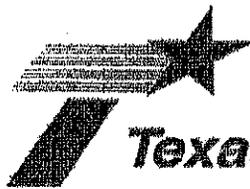
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****September 30, 2013**

Consider and possibly authorize the County Judge to execute the TxDOT CSJ No.M1420BMPT Grant for the Routine Airport Maintenance Program.



Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4610

September 1, 2014

Mr. Alex Rupp, Airport Manager
 Jack Brooks Regional Airport
 The County of Jefferson
 4875 Parker Drive
 Beaumont, Texas 77705

TxDOT Project No.: 2014BMPT
 TxDOT CSJ No.: M1420BMPT
 Fund Source: 3501240927

Dear Mr. Rupp:

A 2014 Routine Airport Maintenance Grant is enclosed for the Jack Brooks Regional Airport. The County of Jefferson has participated in the Routine Airport Maintenance Program in past years, and the 2014 grant is provided to continue your maintenance efforts. The Texas Department of Transportation Aviation Division appreciates your participation in preserving and improving the Jack Brooks Regional Airport.

The TxDOT CSJ Number M1420BMPT Grant for the Routine Airport Maintenance Program between the County of Jefferson, as airport sponsor, and the Texas Department of Transportation is attached as an Adobe Acrobat document.

A General Maintenance description of routine airport maintenance has been included in the Scope of Services so that grant funds can be used for these type of items without having to amend the grant. Special Project work items can be added to the grant at your request, or by amendment any time after execution. Please execute the Agreement, complete the Certifications, and return the accepted agreements as soon as possible. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. The Grant Agreement and Certifications should have original signatures for acceptance.

Please print out as many copies the County of Jefferson will need for any retained paper records - TxDOT will be retaining grant files electronically and will not require a paper record copy of your executed grant.

If you **do not need a paper copy** of the executed grant returned to you, please scan the fully signed and witnessed grant document and e-mail to me at megan.caffall@txdot.gov. I will have the grant executed by the state and e-mail you an electronic copy of the executed grant.

Mr. Alex Rupp, Airport Manager
Page 2
September 1, 2013

If you need a paper cop(ies) of the executed grant, please return all copies of the fully signed and witnessed documents to:

*Mailing Address - TxDOT Aviation Division
125 E. 11th Street
Austin, Texas 78701-2483.*

*Overnight Address - TxDOT Aviation Division
150 E. Riverside Dr., 5th Floor South Tower,
Austin TX 78704*

If you have any questions, or need additional information please contact me at 1-800-687-4568 or megan.caffall@txdot.gov. The Texas Department of Transportation looks forward to working with you at the Jack Brooks Regional Airport.

Sincerely,



Megan Caffall
Ramp Program Manager

cc: John Sudela, Beaumont District
Enclosures

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

**TxDOT Project No.: AM 2014BMPT
TxDOT CSJ No.: M1420BMPT**

Part I - Identification of the Project

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Jack Brooks Regional Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2014, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
- a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The County of Jefferson, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the County of Jefferson, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.: M1420BMPT**

Eligible Scope Items	Estimated Costs		Sponsor Share
	Amount A	Amount B	Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
MISCELLANEOUS	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
Total	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The County of Jefferson, Texas

Signature

Title: _____

Date: _____

Notes: (explanations of any specifications or variances as needed for above scope items) _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1420BMPT

The County of Jefferson does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Jefferson, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

State of Texas Single Audit Requirements

I, _____, do certify that the County of Jefferson will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the County of Jefferson spends or receives more than \$500,000 in any funding sources during this fiscal year. And in following those requirements, the County of Jefferson will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$500,000.00 in grant expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1420BMPT

The County of Jefferson designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Jefferson, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To: Patrick Swain
County Auditor

From: Deborah Clark
Purchasing Agent

Date: September 23, 2013

Re: Purchasing Budget Amendment/2013

I am requesting a transfer \$200.00 from 12010224155062 to 12010224154052. This is to add funds for the 2012-2013 Budget Year to coverage additional postage cost.

Thank you for your attention to this matter.

**Jefferson County
Tax Office**

Memo

To: Fran Lee, Auditors Office
From: Susie James, Tax Office
Date: September 24, 2013
Re: Budget Transfer

Please transfer \$175.00 from 120-1011-415.40-52 (tax office postage) to 120-1031-415.40-52 (voter registration postage).

Thank you for your help in this matter.

Fran Lee

From: Kathi Hughes <khughes@co.jefferson.tx.us>
Sent: Wednesday, September 25, 2013 11:42 AM
To: 'Fran Lee'
Subject: Budget transfer request

Fran,
I would like to have the funds below transferred:

\$1,880. from 286-8040-465.40-09 Building /Grounds to 286-8040-465.50-77 Contractual Services
\$1,000. from 286-8040-465.30-17 Clothing to 286-8040-465.10-05 Extra Help
\$2,930. from 286-8040-465 - 30-44 Janitorial to 286-8040-465. 10-05 Extra Help
\$810. from 286-8040-465. 30-84 Minor Equipment to 286-8040-465. 10-05 Extra Help

Thanks,
Kathi

Kathi Weathington Hughes, Director
Ben J. Rogers Regional Visitors Center
Jefferson County
5055 IH-10 South
Beaumont TX 77705
409/842-0500
Toll Free 866/432-8951
Fax 409/842-0501

Welcoming the World to Southeast Texas!



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Please review the Award Letter provided below. When you are finished, click the *Go Back* button.

Jefferson County, Texas, Award Number: EMW-2013-PU-00321-S01			
Program Name:	Port Security Grant Program	Total Cost Approved:	\$738,000.00
Year:	2013	Federal Share:	\$553,500.00
Project Period of Performance:	09/01/2013 to 08/31/2015	Applicant Share:	\$184,500.00
View: Application Details Award Details Award Package			

Award Letter



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

Jeff Branick
Jefferson County, Texas
1149 Pearl, 7th Floor
Beaumont, TX 77701

Re: Grant No. EMW-2013-PU-00321

Dear Jeff Branick:

Congratulations, on behalf of the Department of Homeland Security. Your grant application submitted under the FY 2013 Port Security Grant Program has been approved. The approved project costs amount to \$738,000.00 .

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles.

In order to establish acceptance of the Grant and Grant Agreement Articles, please follow these instructions:

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

records.

Step 2: Please fill out and have your bank complete and sign the SF1199A, Direct Deposit Sign-up Form. The SF1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Payments
P.O. Box 9001
Winchester, VA 22604
Fax Number: (540) 504-1857

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

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-927-5646.



BRIAN KAMOIE, GPD Assistant Administrator

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Please review the Agreement Articles provided below. When you are finished, click the *Go Back* button.

Jefferson County, Texas, Award Number: EMW-2013-PU-00321-S01			
Program Name:	Port Security Grant Program	Total Cost Approved:	\$738,000.00
Year:	2013	Federal Share:	\$553,500.00
Project Period of Performance:	09/01/2013 to 08/31/2015	Applicant Share:	\$184,500.00
View: Application Details Award Details Award Package			

Agreement Articles

2013-09-01 00:00:00.0



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

AGREEMENT ARTICLES

Port Security Grant Program

GRANTEE: Jefferson County, Texas

PROGRAM: Port Security Grant Program

AGREEMENT NUMBER: EMW-2013-PU-00321-S01

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Article I	Summary Description of Project
Article II	Assurances, Administrative Requirements and Cost Principles
Article III	Acknowledgement of Federal Funding from DHS

Article IV	Activities Conducted Abroad
Article V	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article VI	Copyright
Article VII	Debarment and Suspension
Article VIII	Drug-Free Workplace Regulations
Article IX	Duplication of Benefits
Article X	False Claims Act and Program Fraud Civil Remedies
Article XI	Federal Debt Status
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Article XIII	Hotel and Motel Fire Safety Act of 1990
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Article XVI	Trafficking Victims Protection Act of 2000
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Article XVIII	Use of DHS Seal, Logo and Flags
Article XIX	DHS Specific Acknowledgements and Assurances
Article XX	Compliance with Funding Opportunity Announcement
Article XXI	Acceptance of Post Award Changes

Article I - Summary Description of Project

Project 1: Repeater Upgrade for the Regional Radio System is approved for funding in the amount of \$456,000

Project 2: Emergency Power for Regional Marine Center is approved for funding in the amount of \$97,500

Article II - Assurances, Administrative Requirements and Cost Principles

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

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

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

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

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

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

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

Article III - Acknowledgement of Federal Funding from DHS

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

Article IV - Activities Conducted Abroad

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

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

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

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pla_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pla_template.pdf, respectively.

Article VI - Copyright

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

Article VII - Debarment and Suspension

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

Article VIII - Drug-Free Workplace Regulations

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

Article IX - Duplication of Benefits

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

Article X - False Claims Act and Program Fraud Civil Remedies

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

Article XI - Federal Debt Status

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

Article XII - Fly America Act of 1974

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

Article XIII - Hotel and Motel Fire Safety Act of 1990

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

Article XIV - Lobbying Prohibitions

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

Article XV - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XVI - Trafficking Victims Protection Act of 2000

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

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

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

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

Article XVII - USA Patriot Act of 2001

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

Article XVIII - Use of DHS Seal, Logo and Flags

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

Article XIX - DHS Specific Acknowledgements and Assurances

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

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

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

Article XX - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

Article XXI - Acceptance of Post Award Changes

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

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Please review the Obligating Document provided below. When you are finished, click the *Go Back* button.

Jefferson County, Texas, Award Number: EMW-2013-PU-00321-S01			
Program Name:	Port Security Grant Program	Total Cost Approved:	\$738,000.00
Year:	2013	Federal Share:	\$553,500.00
Project Period of Performance:	09/01/2013 to 08/31/2015	Applicant Share:	\$184,500.00
View: Application Details Award Details Award Package			

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2013-PU-00321-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 746000291	4. TYPE OF ACTION AWARD	5. CONTROL NO. W503830N		
6. RECIPIENT NAME AND ADDRESS Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX, 77701	7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528- 7000 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472				
9. NAME OF RECIPIENT PROJECT OFFICER Patrick Swain	PHONE NO. (409) 835-8500	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/01/2013	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2013 To: 08/31/2015 Budget Period 09/01/2013 08/31/2015			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX- XXXXXX- XXXX-XXXX- XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT

Port Security Grant Program	97.056	2013-SL-B411-P400-4101-D:W503830N \$553,500.00	\$0.00	\$553,500.00	\$553,500.00	\$184,500.00
TOTALS			\$0.00	\$553,500.00	\$553,500.00	\$184,500.00
<p>b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A</p>						
<p>16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</p> <p>Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.</p> <p>16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN</p> <p>This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.</p>						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
N/A					N/A	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE	
 ANDREA GORDON , Assistance Officer					09/09/2013	
<input type="button" value="Return to Award Package"/>						

ND Grants

Edit Profile Change Password Logout

Logged In as: Patrick Swain

Last Login 9/18/13 9:24 PM



Home Applications Grants Management Organization Mail Center

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Accept Award Package Confirmation

You have selected to accept the award package provided below. To cancel, click the Go Back button. To continue and accept the package, enter your password and click the Submit button.

Fields marked with * are required.

Jefferson County, Texas, Award Number: EMW-2013-PU-00321-S01

Program Name:	Port Security Grant Program	Total Cost Approved:	\$738,000.00
Year:	2013	Federal Share:	\$553,500.00
Project Period of Performance:	09/01/2013 to 08/31/2015	Applicant Share:	\$184,500.00

View: [Application Details](#) | [Award Details](#) | [Award Package](#)

Award Package Section	Action
Award Letter	View
Agreement Articles	View
Obligating Document	View

Comments

(4000 characters left)

Digital Signature

By checking the box below and providing your password, you are providing your digital signature.

* Password:

I, Jeff Branick, or my designee accept the above award package(s) and am hereby providing my signature on this day of 09/24/2013.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending August 31, 2013



Patrick Swain - County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING August 31, 2013
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Statement of Transfers In and Out	10

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

September 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 August 31, 2013 together with the results of operations of the budget for the eleventh period then ended.

Revenue:

Total budgeted revenue collected for the ten months ended August 31, 2013 is \$117,704,350. Budgeted Revenues are \$117,537,815 giving a surplus of \$166,535 in revenue collected. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$84,066,446 for the first eleven months of the year. Total budget for Property Taxes is \$83,565,384.

Sales Taxes:

Sales tax collections are \$19,635,040. Total budget for Sales Taxes is \$19,525,000.

Page Two

Licenses & Permits:

\$491,679 of revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$395,800 for the year.

Intergovernmental:

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

Fees:

Ninety-nine 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:

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

Interest:

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

Other Revenues:

\$34,660 of revenue from Other Revenues has been collected. Other Revenues are budgeted to be \$24,000 for the year.

Expenditures:

Overall for the County's budgeted funds, eighty-seven 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', with a long horizontal flourish extending to the right.

Patrick Swain
County Auditor

Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending August 31, 2013

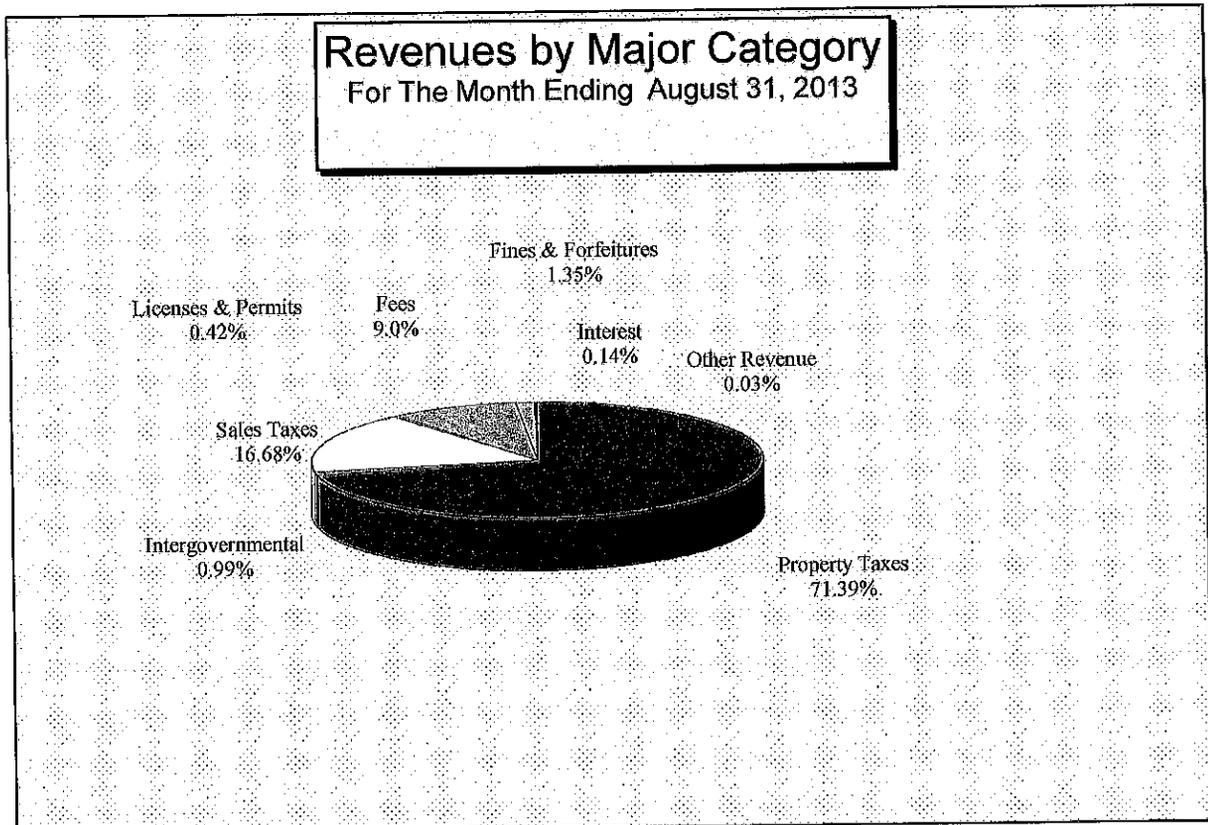
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 58,105,934	15,328,568	8,699,326	1,142,995	(1,564,183)	3,229,719	\$ 84,942,359
Receivables & Prepaids	6,004,842	119,762	-	161,492	216,437	-	6,502,533
Intergovernmental Receivables	1,603,643	-	-	-	-	-	1,603,643
Due From Other Funds	150,158	-	-	-	-	-	150,158
Inventory	462,828	56,969	-	-	222,733	-	742,530
Other Assets	-	-	-	-	90,441,043	-	90,441,043
 Total Assets	 \$ <u>66,327,405</u>	 \$ <u>15,505,299</u>	 \$ <u>8,699,326</u>	 \$ <u>1,304,487</u>	 \$ <u>89,316,030</u>	 \$ <u>3,229,719</u>	 \$ <u>184,382,266</u>
 <u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 2,418,494	380,815	2,576	-	48,644	1,591,453	\$ 4,441,982
Intergovernmental Payables	360	-	-	-	148	-	508
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	5,189,782	66,191	-	135,259	452,812	-	5,844,044
Fund Balance/Equity	58,718,769	15,058,293	8,666,750	1,169,228	88,814,426	1,638,266	174,065,732
 Total Liabilities and Fund Balance/Equity	 \$ <u>66,327,405</u>	 \$ <u>15,505,299</u>	 \$ <u>8,669,326</u>	 \$ <u>1,304,487</u>	 \$ <u>89,316,030</u>	 \$ <u>3,229,719</u>	 \$ <u>184,352,266</u>

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

	<u>7/31/2013</u>	<u>Month Ending August 31, 2013</u>			<u>8/31/2013</u>	
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In/(Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 336,892	\$ 19,960	\$ 52,139	\$ -	\$ -	\$ 304,713
Road & Bridge Pct. 1	941,719	96,035	161,668	-	-	876,086
Road & Bridge Pct. 2	420,775	68,625	155,511	-	-	333,889
Road & Bridge Pct. 3	723,626	60,949	149,836	-	-	634,739
Road & Bridge Pct. 4	1,025,132	80,716	216,122	-	-	889,726
Engineering Fund	250,406	(1,304)	99,272	-	-	149,830
Parks & Recreation	81,492	6,219	26,886	-	-	60,825
General Fund	57,336,250	2,779,282	9,268,414	-	-	50,847,118
Mosquito Control Fund	1,044,151	(3,559)	332,709	-	-	707,883
Tobacco Settlement Fund	3,912,686	1,274	-	-	-	3,913,960
Total General Funds	66,073,129	3,108,197	10,462,557	-	-	58,718,769
Total Special Revenue Funds	15,532,414	2,604,162	3,078,283	-	-	15,058,293
Total Capital Project Funds	8,809,128	52,978	195,356	-	-	8,666,750
Total Debt Service Funds	1,177,065	(6,837)	1,000	-	-	1,169,228
Total Enterprise Funds	88,865,865	382,449	433,888	-	-	88,814,426
Total Internal Service Funds	1,965,094	1,105,722	1,432,550	-	-	1,638,266
Total Balances	\$ <u>182,422,695</u>	\$ <u>7,246,671</u>	\$ <u>15,603,634</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>174,065,732</u>

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

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 84,066,446	\$ 83,565,384	\$ (501,062)	-0.60%
Sales Taxes	19,635,040	19,525,000	(110,040)	-0.56%
Licenses & Permits	491,679	395,800	(95,879)	-24.22%
Intergovernmental	1,165,221	1,482,378	317,157	21.40%
Fees	10,553,324	10,633,403	80,079	0.75%
Fines & Forfeitures	1,592,626	1,685,000	92,374	5.48%
Interest	165,354	226,850	61,496	27.11%
Other Revenue	34,660	24,000	(10,660)	-44.42%
	<u>\$ 117,704,350</u>	<u>\$ 117,537,815</u>	<u>\$ (166,535)</u>	<u>-0.14%</u>



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

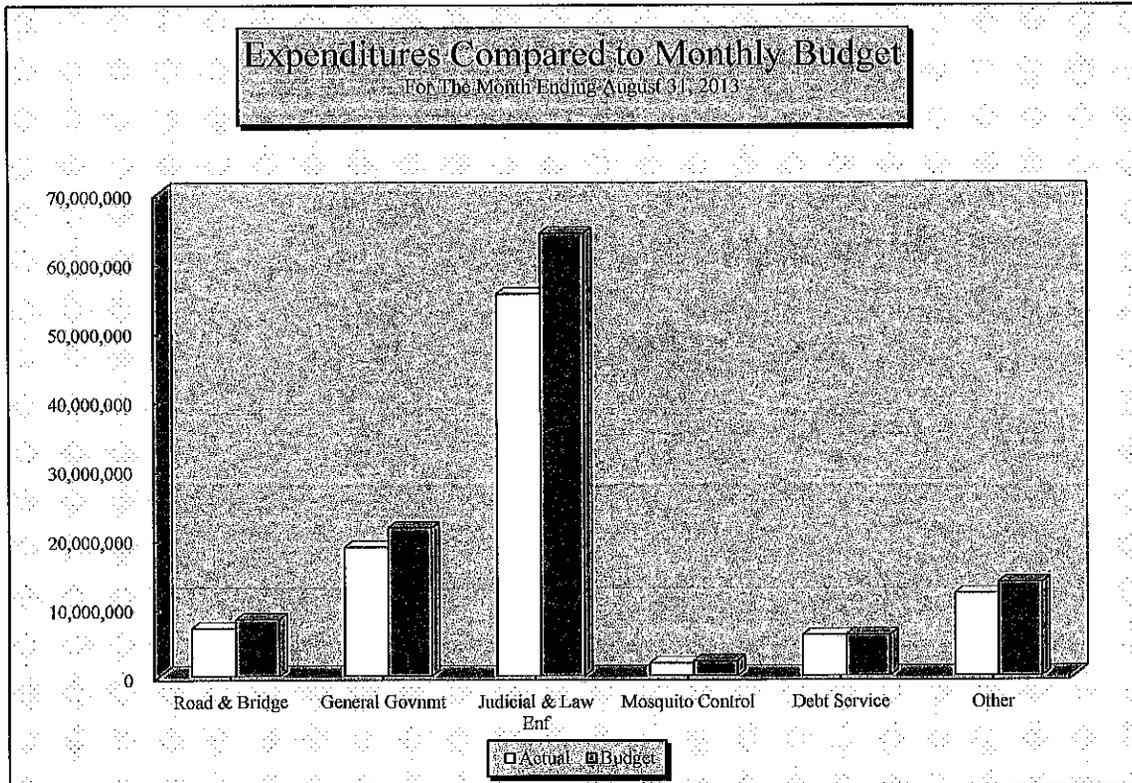
	October 2012									Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	Budget	Balance
Jury Fund											
Current Taxes	\$ 42,282	\$ 188,377	\$ 70,111	\$ 2,434	\$ 2,148	\$ 1,268	\$ 934	\$ 1,330	\$ (655)	\$ 307,892	\$ (337)
Delinquent Taxes	1,606	720	642	443	426	430	236	387	306	5,550	354
Jury Fees	10,142	2,997	2,952	4,556	3,108	2,986	3,345	2,261	2,488	60,000	25,165
Intergovernmental Revenue	75,119	35,560	-	52,870	27,820	-	-	79,410	17,821	550,000	261,400
Road & Bridge Pct. 1											
Current Taxes	10,299	45,887	17,079	593	523	309	228	324	(159)	75,000	(83)
Intergovernmental Revenue	-	-	2,141	-	-	-	-	-	21,447	-	(23,588)
Auto Registration Fees	-	164,002	-	-	371,340	-	-	-	-	447,165	(88,177)
Road & Bridge Fees	109,720	45,244	46,708	54,822	49,932	54,620	42,766	44,147	50,905	536,075	37,211
Sales, Rentals & Services	16,705	-	-	649	232	-	-	-	-	-	(17,586)
Fines and Forfeitures	48,934	19,841	25,088	34,228	29,238	27,101	26,519	23,140	23,842	271,960	14,029
Road & Bridge Pct. 2											
Current Taxes	24,328	108,387	40,340	1,400	1,236	730	537	765	(377)	177,153	(193)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	151,396	-	-	342,797	-	-	-	-	412,794	(81,399)
Road & Bridge Fees	101,286	41,767	43,118	50,609	46,094	50,422	39,479	40,754	46,994	494,870	34,347
Sales, Rentals & Services	282	930	-	-	-	-	-	-	-	-	(1,212)
Fines and Forfeitures	45,171	18,315	23,160	31,596	26,990	25,017	24,480	21,361	22,008	251,056	12,958
Road & Bridge Pct. 3											
Current Taxes	73,571	327,783	121,996	4,236	3,738	2,207	1,625	2,313	(1,139)	535,742	(588)
Delinquent Taxes	1,777	797	710	490	472	476	261	428	339	6,142	392
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	135,717	-	-	307,294	-	-	-	-	370,044	(72,967)
Road & Bridge Fees	90,796	37,441	38,652	45,367	41,321	45,200	35,391	36,534	42,126	443,620	30,792
Sales, Rentals & Services	(185)	-	-	2,750	833	(400)	1,000	-	(106)	-	(3,892)
Fines and Forfeitures	40,492	16,418	20,762	28,324	24,195	22,425	21,944	19,148	19,729	225,056	11,619
Road & Bridge Pct. 4											
Current Taxes	10,299	45,888	17,079	593	523	309	228	324	(159)	75,000	(84)
Intergovernmental Revenue	-	-	-	-	-	-	-	758	-	2,000	1,242

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

	October 2012									Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	Budget	Balance
Engineering Fund											
Current Taxes	\$ 117,886	\$ 525,218	\$ 195,478	\$ 6,788	\$ 5,989	\$ 3,536	\$ 2,604	\$ 3,707	\$ (1,825)	\$ 858,437	\$ (944)
Delinquent Taxes	2,733	1,225	1,092	753	725	731	401	658	521	9,444	605
Licenses and Permits	150	-	1,200	1,700	100	100	-	-	-	1,000	(2,250)
Sales, Rentals & Services	200	-	-	400	125	325	-	200	-	1,500	250
Parks & Recreation											
Current Taxes	21,987	97,961	36,459	1,266	1,117	659	486	691	(340)	160,111	(175)
Delinquent Taxes	129	58	52	36	34	35	19	31	25	446	27
Other Revenue	14,018	1,866	3,434	4,236	3,168	4,724	4,516	4,290	6,534	40,400	(6,386)
General Fund											
Current Taxes	10,891,645	48,525,728	12,700,111	627,124	(1,147,559)	326,665	240,595	342,488	(168,666)	71,961,607	(376,524)
Delinquent Taxes	293,197	131,422	117,156	80,822	77,783	78,451	43,047	70,732	55,943	1,013,139	64,586
Sales Taxes	2,108,853	2,379,243	2,454,183	1,700,185	2,057,374	2,421,296	2,127,708	2,254,045	2,132,153	19,525,000	(110,040)
Other Taxes	-	38	-	-	-	-	21,999	-	12,623	24,000	(10,660)
Licenses and Permits	60,976	28,112	179,348	38,374	34,983	40,022	40,035	30,177	36,402	394,800	(93,629)
Intergovernmental Revenue	94,718	61,916	76,759	59,430	316,985	63,251	88,642	2,420	88,154	930,378	78,103
Fees of Office	950,293	345,963	416,159	376,102	380,942	334,284	386,778	343,558	340,573	4,558,444	683,792
Other Sales, Rentals & Svcs.	554,313	162,232	420,845	533,298	7,681	394,516	32,687	296,890	208,674	2,213,059	(398,077)
Fines & Forfeitures	140,888	7,510	110,488	58,090	90,651	9,597	76,055	57,340	55,693	645,000	38,688
Interest	11,811	13,746	16,733	22,104	19,597	15,434	14,569	13,456	17,733	200,000	54,817
Other Revenue	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund											
Current Taxes	319,987	1,425,645	530,602	18,424	16,257	9,598	7,068	10,062	(4,955)	2,330,130	(2,558)
Delinquent Taxes	7,316	3,279	2,923	2,017	1,941	1,957	1,075	1,761	1,396	25,279	1,614
Spraying Contract	-	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund											
Interest	2,514	672	734	1,044	987	826	827	854	1,274	18,000	8,268
Debt Service											
Current Taxes	838,683	3,736,593	1,390,699	48,291	42,609	25,154	18,527	26,372	(12,988)	5,934,312	(179,628)
Delinquent Taxes	29,752	12,784	12,330	8,415	7,980	8,728	4,474	7,284	5,779	90,000	(7,526)

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 92% of Budget Expended
 For The Month Ending August 31, 2013

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 596,590	\$ 740,883	\$ 144,293	19.48%
Road & Bridge Funds	5,993,337	7,077,392	1,084,055	15.32%
Engineering Fund	807,938	938,027	130,089	13.87%
Parks & Recreation Fund	144,739	232,856	88,117	37.84%
General Fund:				
General Government	18,696,893	21,478,602	2,781,709	12.95%
Judicial	14,480,060	16,588,272	2,108,212	12.71%
Law Enforcement	40,267,842	46,803,645	6,535,803	13.96%
Education	309,513	384,064	74,551	19.41%
Health & Welfare	7,431,863	8,029,394	597,531	7.44%
Maintenance	2,835,711	3,537,903	702,192	19.85%
Other	1,359,428	1,564,153	204,725	13.09%
Mosquito Control Fund	1,876,012	2,178,007	301,995	13.87%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	5,925,537	5,934,312	8,775	0.15%
	<u>\$ 100,775,463</u>	<u>\$ 115,537,510</u>	<u>\$ 14,762,047</u>	<u>12.78%</u>



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

	October 2012								Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance	
	December	January	February	March	April	May	June	July					August
Jury Fund	\$ 149,912	\$ 42,033	\$ 14,398	\$ 122,850	\$ 54,605	\$ 14,517	\$ 14,057	\$ 128,545	\$ 52,139	\$ 3,534	\$ 596,590	\$ 740,883	\$ 144,293
Road & Brdg Pct. 1	251,943	76,814	95,106	150,814	171,918	96,530	121,858	147,507	161,668	82,146	1,356,304	1,567,233	210,929
Road & Brdg Pct. 2	301,353	101,642	98,671	153,063	167,025	150,173	121,079	124,384	155,511	59,482	1,432,383	1,613,698	181,315
Road & Brdg Pct. 3	285,503	93,910	94,306	126,708	245,212	104,154	96,397	105,981	149,836	176,820	1,478,827	1,847,440	368,613
Road & Brdg Pct. 4	337,643	124,562	117,463	155,856	107,230	141,846	158,255	174,290	216,123	192,555	1,725,823	2,049,021	323,198
Engineering	206,987	64,479	65,603	97,225	67,604	68,857	66,542	69,565	99,272	1,804	807,938	938,027	130,089
Parks & Recreation	27,060	3,023	7,075	9,822	33,008	10,299	7,474	18,257	26,886	1,835	144,739	232,856	88,117
Tax Assessor/Coll.	788,890	243,826	246,101	370,325	258,489	247,117	258,367	264,828	367,305	7,665	3,052,913	3,487,819	434,906
Human Resources	82,641	29,067	33,920	43,603	29,449	24,439	29,182	29,428	40,556	90	342,375	409,488	67,113
County Auditor	342,472	102,596	101,280	151,818	110,150	103,831	100,645	98,641	145,724	712	1,257,869	1,400,779	142,910
County Clerk	462,130	153,838	151,484	226,380	159,589	152,718	158,159	157,967	217,606	13,390	1,853,261	2,050,986	197,725
County Judge	184,575	56,819	58,787	77,571	63,698	58,459	59,429	59,453	87,412	1,956	708,159	833,549	125,390
Risk Management	52,600	17,132	17,133	25,578	17,210	19,762	19,864	17,983	25,552	199	213,013	231,595	18,582
County Treasurer	55,721	19,053	20,568	29,777	20,544	22,448	21,170	21,564	30,131	727	241,703	279,413	37,710
Printing Department	30,372	9,611	9,527	14,268	13,474	9,266	15,260	11,631	11,255	4,302	128,966	153,300	24,334
Purchasing Department	104,740	32,000	40,854	54,919	38,375	36,190	39,108	37,801	50,051	3,892	437,930	514,639	76,709
General Services	2,449,216	787,746	1,285,428	805,774	560,336	487,772	608,481	526,115	612,803	27,878	8,151,549	9,400,626	1,249,077
MIS	467,034	125,356	146,829	178,227	133,938	129,570	130,224	120,194	186,395	9,656	1,627,423	1,823,778	196,355
Voter's Registration	64,447	17,132	13,945	24,443	11,577	13,029	14,430	14,238	20,732	-	193,973	285,793	91,820
Elections	233,649	23,177	23,647	27,389	30,224	75,940	5,805	23,049	38,225	6,654	487,759	606,837	119,078
District Attorney	1,158,797	381,574	430,117	602,842	385,580	420,050	391,547	406,651	589,709	13,168	4,780,035	5,406,306	626,271
District Clerk	364,842	118,394	119,069	182,248	120,127	121,618	122,132	122,832	185,897	2,442	1,459,601	1,717,184	257,583
Criminal Dist. Court	231,630	68,011	85,306	99,259	194,592	165,291	154,399	79,171	78,067	237	1,155,963	1,314,349	158,386
58th Dist. Court	66,023	20,825	20,926	30,635	20,738	21,849	20,922	22,203	31,013	2,473	257,607	281,032	23,425
60th Dist. Court	60,142	20,076	20,182	29,612	20,104	20,305	20,058	20,618	29,803	1,780	242,680	267,028	24,348
136th Dist. Court	62,809	20,392	20,403	30,391	20,533	20,992	20,703	20,469	30,392	100	247,184	270,528	23,344
172nd Dist. Court	61,350	20,380	19,925	30,132	20,095	19,696	19,920	21,323	29,015	635	242,471	266,598	24,127
252nd Dist. Court	331,500	96,806	98,749	113,029	121,704	103,433	95,318	111,067	201,504	2,625	1,275,735	1,391,611	115,876
279th Dist. Court	76,630	21,020	36,673	38,430	29,135	25,351	22,513	31,430	31,030	1,404	313,616	372,378	58,762
317th Dist. Court	168,167	46,329	37,129	81,920	44,511	60,180	50,971	57,208	58,312	(272)	604,455	709,982	105,527
J.P. Pct. 1 Pl 1	74,042	24,722	25,894	36,678	25,912	25,195	25,907	26,013	31,396	49	295,808	323,950	28,142
J.P. Pct. 1 Pl 2	73,824	25,353	25,463	36,230	25,051	24,817	25,113	24,766	36,615	580	297,812	329,937	32,125
J.P. Pct. 2	62,041	20,449	21,733	30,886	21,044	21,403	21,076	20,341	31,388	1,346	251,707	318,303	66,596
J.P. Pct. 4	67,283	22,814	24,078	33,817	23,131	22,792	23,299	23,154	33,792	487	274,647	320,401	45,754
J.P. Pct. 6	73,422	25,026	25,269	36,487	24,988	26,270	26,599	27,548	41,245	1,521	308,375	345,123	36,748
J.P. Pct. 7	71,191	23,882	26,575	35,235	25,695	23,467	27,063	25,783	34,936	57	293,884	334,626	40,742

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

	October 2012									Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	August		Total	Budget	Balance
Dispute Resolution	\$ 42,805	\$ 16,447	\$ 13,777	\$ 19,470	\$ 13,786	\$ 13,724	\$ 13,090	\$ 13,097	\$ 19,393	\$ 1,511	\$ 167,100	\$ 243,584	\$ 76,484
Alternative School	77,186	25,735	26,498	37,772	23,629	20,134	22,028	19,202	35,612	882	288,678	354,226	65,548
Comm. Supervision	39,016	469	1,017	469	800	1,190	469	516	469	92	44,507	48,007	3,500
Sheriff's Dept.	2,869,575	896,884	851,611	1,266,218	857,465	843,030	831,671	851,001	1,212,605	99,800	10,579,860	12,115,622	1,535,762
Crime Lab	266,030	86,249	79,899	121,737	87,246	77,996	83,796	83,822	121,322	17,483	1,025,580	1,200,192	174,612
Jail	5,312,638	1,757,975	2,145,026	2,537,085	2,319,401	1,567,612	1,904,292	2,190,767	2,675,873	126,990	22,537,659	26,064,327	3,526,668
Juvenile Probation	268,755	95,780	92,127	136,670	92,636	97,738	94,699	90,901	135,329	2,239	1,106,874	1,469,894	363,020
Juvenile Detention	374,630	137,730	132,941	185,399	133,678	129,589	130,304	169,672	189,666	27,783	1,611,392	1,954,092	342,700
Constable Pct. 1	161,081	102,612	35,308	52,362	53,516	58,281	57,684	50,273	69,624	1,246	641,987	786,010	144,023
Constable Pct. 2	82,721	38,622	33,209	47,189	29,777	28,200	28,053	28,816	42,639	779	360,005	423,432	63,427
Constable Pct. 4	85,765	28,568	28,274	44,485	28,694	27,912	28,244	28,502	43,135	852	344,431	402,760	58,329
Constable Pct. 6	107,119	41,517	38,081	52,187	35,980	37,434	36,935	38,936	53,051	4,745	445,985	533,907	87,922
Constable Pct. 7	88,527	28,806	28,137	42,474	29,639	36,993	30,301	28,558	41,854	200	355,489	410,373	54,884
Constable Pct. 8	87,702	29,205	29,587	46,853	30,694	30,081	29,773	31,124	43,963	1,033	360,015	400,803	40,788
County Morgue	107,019	59,083	30,596	62,956	51,674	65,409	62,200	74,571	48,850	3,022	565,380	640,000	74,620
Agriculture Ext.	85,262	26,796	24,343	35,536	24,307	24,825	24,905	25,947	36,645	947	309,513	384,064	74,551
Public Health # 1	236,950	74,327	78,868	111,714	90,238	82,248	74,912	82,815	127,782	17,403	977,257	1,186,005	208,748
Public Health # 2	225,449	82,245	75,296	108,954	86,440	76,714	81,980	87,954	118,021	4,081	947,134	1,117,724	170,590
Nurse Practitioner	64,533	23,123	21,564	32,823	23,135	21,828	22,773	25,566	31,921	7,235	274,501	305,767	31,266
Child Welfare	45,077	4,703	4,495	9,301	21,115	11,917	9,288	8,711	13,414	-	128,021	158,900	30,879
Env. Control	76,416	26,622	25,822	38,413	26,463	26,394	26,767	26,462	36,049	197	309,605	349,898	40,293
Ind. Medical Svcs.	230,443	51,412	134,488	137,809	109,564	1,602,941	89,651	2,046,041	78,605	139,907	4,620,861	4,704,107	83,246
Emergency Mgmt.	43,289	14,605	14,608	21,760	14,765	14,466	14,615	14,614	21,762	-	174,484	206,993	32,509
Beaumont Maintenance	492,212	148,154	166,322	203,235	248,343	159,921	166,774	222,234	252,780	87,484	2,147,459	2,692,217	544,758
Port Arthur Maint.	113,646	42,826	40,261	53,716	62,179	40,091	42,503	50,851	63,228	16,730	526,031	654,933	128,902
Mid-County Maint.	37,696	11,935	13,530	19,935	13,738	14,389	15,273	15,047	17,591	3,087	162,221	190,753	28,532
Service Center	199,265	121,184	77,767	100,654	69,536	145,937	109,030	82,511	128,845	85,902	1,120,631	1,292,781	172,150
Veteran Service	58,354	19,887	20,658	29,061	20,165	20,292	20,473	20,308	29,542	57	238,797	271,372	32,575
Mosquito Control	582,367	83,837	133,949	125,540	127,284	89,466	96,259	120,509	332,709	184,092	1,876,012	2,178,007	301,995
Tobacco Settlement	50,000	-	-	-	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	-	980,646	-	-	-	-	735	4,943,156	1,000	-	5,925,537	5,934,312	8,775
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 22,877,181	\$ 8,298,901	\$ 8,245,632	\$ 10,219,667	\$ 8,314,465	\$ 8,623,366	\$ 7,430,982	\$ 14,840,299	\$ 10,463,557	\$ 1,461,413	\$ 100,775,463	\$ 115,537,510	\$ 14,762,047

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending August 31, 2013

Issue	Beginning Amount Outstanding	2012-2013 Requirements				2012-2013 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
Certificates of Obligation - 2003B	1,310,000	25,000	54,362	4,000	83,362	25,000	54,362	2,435	81,797	1,285,000
2011 Refunding Bonds	5,435,000	1,030,000	152,750	5,000	1,187,750	1,030,000	152,750	1,700	1,184,450	4,405,000
2012 Refunding Bonds	46,525,000	2,910,000	1,748,200	5,000	4,663,200	2,910,000	1,748,200	1,090	4,659,290	43,615,000
	<u>\$ 53,270,000</u>	<u>\$ 3,965,000</u>	<u>\$ 1,955,312</u>	<u>\$ 14,000</u>	<u>\$ 5,934,312</u>	<u>\$ 3,965,000</u>	<u>\$ 1,955,312</u>	<u>\$ 5,225</u>	<u>\$ 5,925,537</u>	<u>\$ 49,305,000</u>

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)	-
	<u>\$1,627,659</u>	<u>\$1,627,659</u>

(a) Budgeted Transfer

(b) Residual Equity Transfer

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	170.05	385518	
WARREN'S DO-NUTS	42.23	385579	
			212.28**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	13.04	385469	
AT&T	61.02	385511	
TRI-CON, INC.	3,365.24	385517	
SOUTHERN TIRE MART, LLC	5,164.32	385532	
DEPARTMENT OF INFORMATION RESOURCES	.01	385540	
AIRGAS SOUTHWEST	222.34	385601	
			8,825.97**
ROAD & BRIDGE PCT.#2			
A&A EQUIPMENT	119.49	385406	
MUNRO'S	53.20	385478	
OIL CITY TRACTORS, INC.	255.56	385486	
ROGERS AUTO PARTS, INC.	425.73	385496	
SHERWIN-WILLIAMS	1,145.95	385505	
SMART'S TRUCK & TRAILER, INC.	54.08	385506	
ADVANCE COMMUNICATIONS SYSTEM	81.94	385575	
			2,135.95**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	88.27	385424	
BEAUMONT TROPHIES	900.00	385425	
EASTEX FARM & HOME SUPPLY	70.56	385438	
FARM & HOME SUPPLY	206.14	385443	
W.W. GRAINGER, INC.	140.03	385447	
GULF COAST AUTOMOTIVE, INC.	33.46	385449	
ENTERGY	258.31	385450	
M&D SUPPLY	267.99	385469	
MUNRO'S	22.45	385478	
OFFICE DEPOT	85.41	385485	
TIME WARNER COMMUNICATIONS	80.11	385515	
WHITE TIRE	4,754.86	385526	
ZEE MEDICAL SERVICE	39.27	385528	
DEPARTMENT OF INFORMATION RESOURCES	.20	385540	
ELKINS TRACTOR & HAULING SERVICE	220.00	385562	
PETROLEUM SOLUTIONS, INC.	681.24	385570	
BILL WILLIAMS	200.00	385591	
			8,048.30**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	2,457.58	385421	
RB EVERETT & COMPANY, INC.	15.21	385442	
ENTERGY	23.08	385450	
ENTERGY	2,623.03	385451	
ENTERGY	1,112.28	385452	
3M COMPANY TAF 2310	757.63	385468	
MUNRO'S	115.33	385478	
OFFICE DEPOT	363.72	385485	
PARTS EXCHANGE COMPANY, INC.	225.00	385488	
SANITARY SUPPLY, INC.	637.65	385500	
STEWART & STEVENSON, INC.	1,456.23	385513	
TRI-CON, INC.	6,790.17	385517	
BEAUMONT INDEPENDENT SCHOOL	1,665.00	385536	
DEPARTMENT OF INFORMATION RESOURCES	.01	385540	
UNITED STATES POSTAL SERVICE	1.30	385550	
TRAFFIC SUPPLY, INC.	1,270.00	385565	
LANSLOWNE-MOODY CO	119.77	385582	
TAYLOR CAREER CENTER	374.00	385583	
HLAVINKA EQUIPMENT COMPANY	1,445.19	385594	
INTERSTATE ALL BATTERY CENTER - BMT	235.95	385610	
SAM'S CLUB DIRECT	329.70	385634	
ASCO	7,000.88	385641	
LESTER SMITH INSURANCE	71.00	385650	
J ADAMS PHOTOGRAPHY	400.00	385653	
			29,489.71**
ENGINEERING FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	222.37	385485	
TRANSIT & LEVEL CLINIC	395.75	385516	
TRI-CITY COFFEE SERVICE	146.75	385518	
WHITE REPROGRAPHICS	260.00	385525	
UNITED STATES POSTAL SERVICE	1.92	385550	
BRADLEY STAFFORD	306.00	385635	1,332.79**
PARKS & RECREATION			
ENTERGY	419.58	385450	
LOUIS' YAZOO SALES & SERVICE, LLC	52.85	385467	
ELKINS TRACTOR & HAULING SERVICE	420.00	385562	892.43**
GENERAL FUND			
HERBERT L. JAMISON & CO.	1,727.93	385458	
HERBERT L. JAMISON & CO.	1,727.93	385459	
HERBERT L. JAMISON & CO.	1,727.93	385654	5,183.79*
TAX OFFICE			
VERIZON WIRELESS	37.99	385545	
UNITED STATES POSTAL SERVICE	782.18	385550	820.17*
COUNTY HUMAN RESOURCES			
OFFICE DEPOT	67.75	385485	
UNITED STATES POSTAL SERVICE	2.30	385550	
JAMIE HULIN	53.62	385577	123.67*
AUDITOR'S OFFICE			
OLMSTED-KIRK PAPER	17.47	385487	
UNITED STATES POSTAL SERVICE	21.49	385550	38.96*
COUNTY CLERK			
OFFICE DEPOT	18.99	385485	
WEST PUBLISHING CORPORATION	56.00	385524	
CDW COMPUTER CENTERS, INC.	462.88	385537	
UNITED STATES POSTAL SERVICE	350.88	385550	
MANATRON	6,881.52	385595	7,770.27*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	600.00	385446	
OFFICE DEPOT	565.52	385485	
KEVIN PAULA SEKALY PC	500.00	385502	
UNITED STATES POSTAL SERVICE	3.78	385550	
KIMBERLY PHELAN, P.C.	500.00	385580	
RONALD L WALKER	450.00	385585	
FRED JACKSON	20.00	385603	
GRACE NICHOLS	1,200.00	385608	
HARVEY L WARREN III	2,400.00	385615	6,239.30*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	20.34	385550	20.34*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	236.07	385550	236.07*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,005.03	385441	
MANNINGS SCHOOL SUPPLY	19.95	385472	
PORT ARTHUR NEWS, INC.	1,713.78	385491	
UNITED STATES POSTAL SERVICE	38.41	385550	2,777.17*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
OLMSTED-KIRK PAPER	1,720.50	385487	
VELOCITY EXPRESS	201.85	385548	
JOHN PAUL'S	113.09	385613	
HONEYWELL INC	5,582.00	385629	
SAM'S CLUB DIRECT	38.38	385634	7,655.82*
DATA PROCESSING			
OFFICE DEPOT	283.27	385485	
CDW COMPUTER CENTERS, INC.	1,238.81	385537	
VERIZON WIRELESS	75.98	385545	
TODD L. FREDERICK	302.28	385552	
TIGER DIRECT.COM	564.16	385609	2,464.50*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	149.77	385550	149.77*
ELECTIONS DEPARTMENT			
M&D SUPPLY	3.82	385469	
OLMSTED-KIRK PAPER	117.27	385487	
SOLEAU PRINTING, INC.	710.00	385508	
ULINE SHIPPING SUPPLY SPECIALI	71.00	385519	
ELECTION SYSTEMS & SOFTWARE, INC.	449.18	385541	1,351.27*
DISTRICT ATTORNEY			
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	40.00	385415	
TOM MANESS	851.89	385471	
MANNINGS SCHOOL SUPPLY	79.80	385472	
JOHN NELSON	110.18	385479	
OFFICE DEPOT	2,404.69	385485	
RENE MULHOLLAND	383.50	385520	
WEST PUBLISHING CORPORATION	605.78	385524	
CYNDI DOLEMAN	49.00	385531	
UNITED STATES POSTAL SERVICE	314.18	385550	
RECALL TOTAL INFORMATION MANAGEMENT	512.35	385567	
LESLIE JONES	51.98	385644	
HEALTHPORT	229.76	385652	5,633.11*
DISTRICT CLERK			
OFFICE DEPOT	1,151.23	385485	
UNITED STATES POSTAL SERVICE	177.91	385550	1,329.14*
CRIMINAL DISTRICT COURT			
RIFE KIMLER, LAW OFFICE OF	800.00	385465	
JOHN E. MACEY	800.00	385470	
BRUCE N. SMITH	800.00	385507	
RENE MULHOLLAND	188.80	385520	
LANGSTON ADAMS	800.00	385564	
RYAN GERTZ	4,650.00	385614	8,038.80*
60TH DISTRICT COURT			
DON TAYLOR	50.17	385648	50.17*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	13.09	385550	13.09*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	13.00	385550	13.00*
252ND DISTRICT COURT			
OFFICE DEPOT	330.35	385485	
UNITED STATES POSTAL SERVICE	290.64	385550	
SUMMER TANNER	1,459.85	385586	
RYAN GERTZ	700.00	385614	2,780.84*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
PHILLIP DOWDEN	325.00	385420	
THOMAS J. BURBANK, P.C.	1,050.00	385427	
ANITA F. PROVO	225.00	385494	
UNITED STATES POSTAL SERVICE	6.57	385550	
GLEN M. CROCKER	700.00	385554	
KIMBERLY PHELAN, P.C.	150.00	385580	
RYAN L MATUSKA	1,525.00	385592	
TONYA CONNELL TOUPS	75.00	385598	
STEFANIE L. ADAMS, ATTORNEY AT LAW	225.00	385622	4,281.57*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.92	385550	
JUDY PAASCH	2,189.54	385573	2,190.46*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	36.64	385550	36.64*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	4.99	385550	4.99*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.56	385540	.56*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	31.27	385550	31.27*
JUSTICE COURT-PCT 7			
AT&T	29.41	385511	
DEPARTMENT OF INFORMATION RESOURCES	.11	385540	29.52*
JUSTICE OF PEACE PCT. 8			
CDW COMPUTER CENTERS, INC.	760.57	385537	760.57*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.07	385550	3.07*
COUNTY COURT AT LAW NO. 2			
EDWARD B. GRIPON, M.D., P.A.	595.00	385448	
TERRENCE HOLMES	350.00	385456	
OFFICE DEPOT	1,376.39	385485	
UNITED STATES POSTAL SERVICE	21.12	385550	
JOEL WEBB VAZQUEZ	250.00	385571	2,592.51*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	25.34	385550	25.34*
COURT MASTER			
OFFICE DEPOT	15.37	385485	
VERIZON WIRELESS	85.29	385545	
UNITED STATES POSTAL SERVICE	.77	385550	101.43*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	36.51	385510	
UNITED STATES POSTAL SERVICE	7.53	385550	
KARA HAWTHORN	518.61	385623	562.65*
ALTERNATIVE SCHOOL			
BEAUMONT TRACTOR COMPANY	38.78	385424	38.78*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
BAILEY BUCHANAN MASONRY, INC.	4,755.00	385422	
W.W. GRAINGER, INC.	65.88	385447	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,320.00	385460	
KAY ELECTRONICS, INC.	468.15	385464	
MOORMAN & ASSOCIATES, INC.	450.00	385477	
OFFICE DEPOT	2,847.61	385485	
WEST PUBLISHING CORPORATION	486.57	385524	
CLASSEN BUCK SEMINAR INC	630.50	385530	
KEESHA GUILLORY	150.00	385534	
DEPARTMENT OF INFORMATION RESOURCES	.98	385540	
VERIZON WIRELESS	2,566.32	385547	
UNITED STATES POSTAL SERVICE	933.09	385550	
BEAUMONT OCCUPATIONAL SERVICE, INC.	208.95	385556	
CINDY WOLFE	300.00	385561	
FIVE STAR FEED	131.75	385566	
CODE BLUE	503.00	385569	
HARLAND TECHNOLOGY SERVICES	541.00	385593	
RITA HURT	550.00	385627	
			17,908.80*
CRIME LABORATORY			
ALDINGER COMPANY	571.30	385640	
			571.30*
JAIL - NO. 2			
BOB BARKER CO., INC.	233.80	385423	
BEAUMONT TRACTOR COMPANY	84.95	385424	
CITY OF BEAUMONT - WATER DEPT.	16,543.24	385429	
COASTAL WELDING SUPPLY	53.24	385431	
CONSOLIDATED ELECTRICAL DIST, INC.	124.95	385434	
FAST SIGNS, INC.	47.15	385444	
W.W. GRAINGER, INC.	30.05	385447	
HERNANDEZ OFFICE SUPPLY, INC.	73.46	385454	
HERTZ EQUIPMENT RENTAL	733.00	385455	
HYGEIA CHEMICAL CO.	560.64	385457	
JACK BROOKS REGIONAL AIRPORT	2,023.98	385461	
M&D SUPPLY	61.00	385469	
MOORE SUPPLY, INC.	143.19	385476	
OFFICE DEPOT	473.50	385485	
PETTY CASH - SHERIFF'S OFFICE	171.00	385489	
PREMIUM PLUMBING	660.00	385493	
SANITARY SUPPLY, INC.	3,006.90	385500	
SCOTT EQUIPMENT, INC.	130.52	385501	
SHERIFF'S ASSOCIATION OF TEXAS	75.00	385504	
SHERWIN-WILLIAMS	978.77	385505	
STAR GRAPHICS COPIERS, INC.	246.50	385512	
WASTE MGT. GOLDEN TRIANGLE, INC.	3,611.48	385521	
WESCO DISTRIBUTION, INC.	363.63	385522	
DEPARTMENT OF INFORMATION RESOURCES	.01	385540	
UNIVAR USA, INC.	1,083.25	385542	
LONE STAR UNIFORMS, INC.	33,268.50	385560	
CODE BLUE	980.00	385569	
AIRGAS SOUTHWEST	361.18	385601	
WORLD FUEL SERVICES	533.60	385612	
FIVE STAR CORRECTIONAL SERVICE	33,292.93	385618	
3 L PRINTING	25.00	385620	
A1 FILTER SERVICE COMPANY	737.60	385626	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,212.88	385632	
DRAGONFLY INTERPRETING SERVICES	820.00	385633	
CONMED INC	317,792.55	385638	
KROPP HOLDINGS INC	2,741.86	385649	
			424,279.31*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	66.28	385545	
UNITED STATES POSTAL SERVICE	32.01	385550	
LYNN BIERHALTER	33.34	385581	
LATONYA DOUCET	133.34	385602	
ROSE CHAISSON	46.33	385607	
			311.30*
JUVENILE DETENTION HOME			
C-STRIPE	250.00	385417	

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT. EPS	3,003.47 144.00	385429 385437	
LOWE'S HOME CENTERS, INC.	263.48	385559	
ATTABOY TERMITE & PEST CONTROL	80.00	385611	
AI FILTER SERVICE COMPANY	183.79	385626	
CONSTABLE PCT 1			3,924.74*
VERIZON WIRELESS	227.94	385545	
UNITED STATES POSTAL SERVICE	46.92	385550	
CONSTABLE-PCT 2			274.86*
JEFFERSON CTY. PEACE OFFICERS ASSOC OFFICE DEPOT	105.00 44.49	385410 385485	
VERIZON WIRELESS	113.97	385545	
CODE BLUE	79.00	385569	
CONSTABLE-PCT 4			342.46*
VERIZON WIRELESS	113.97	385545	
CONSTABLE-PCT 6			113.97*
VERIZON WIRELESS	113.97	385545	
UNITED STATES POSTAL SERVICE	6.62	385550	
CONSTABLE PCT. 7			120.59*
COCOMO JOE'S	22.50	385432	
AT&T	29.41	385511	
VERIZON WIRELESS	113.97	385545	
CONSTABLE PCT. 8			165.88*
WEST PUBLISHING CORPORATION	33.00	385524	
VERIZON WIRELESS	113.97	385545	
CODE BLUE	189.00	385569	
AGRICULTURE EXTENSION SVC			335.97*
OFFICE DEPOT	634.18	385485	
HEALTH AND WELFARE NO. 1			634.18*
GUARDIAN FORCE	54.00	385409	
CITY OF BEAUMONT	5.37	385419	
BEAUMONT TROPHIES	32.10	385425	
ENERGY	70.00	385453	
HERNANDEZ OFFICE SUPPLY, INC.	902.56	385454	
JOURNAL WATCH, INC.	77.50	385463	
MERCY FUNERAL HOME	1,500.00	385474	
MUNRO'S	78.40	385478	
OFFICE DEPOT	860.23	385485	
UNITED STATES POSTAL SERVICE	97.83	385550	
AMERICAN CORPORATE SERVICES	67.18	385600	
PROCTOR'S MORTUARY INC	900.00	385616	
HEALTH AND WELFARE NO. 2			4,645.17*
JOURNAL WATCH, INC.	77.50	385463	
AT&T	29.41	385511	
NURSE PRACTITIONER			106.91*
GEORGE V. ZUZUKIN, M.D.	1,000.00	385414	
CHILD WELFARE UNIT			1,000.00*
TARGET STORES DIVISION	1,108.23	385543	
BEAUMONT OCCUPATIONAL SERVICE, INC.	802.00	385556	
J.C. PENNEY'S	1,588.06	385557	
SEARS COMMERCIAL CREDIT	598.04	385558	
ENVIRONMENTAL CONTROL			4,096.33*

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.21	385540	.21*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	673.66	385485	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	385599	
KING'S PHARMACY BEAUMONT	387.36	385628	
CARDINAL HEALTH 110 INC	36,029.74	385645	
KIRBY LESTER LLC	8,000.00	385651	48,863.76*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	385546	150.00*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	1,730.45	385412	
CITY OF BEAUMONT - WATER DEPT.	7,976.15	385429	
ECOLAB	209.95	385439	
W.W. GRAINGER, INC.	195.40	385447	
ENTERGY	53,597.58	385450	
JOHNSON SUPPLY	190.53	385462	
PORTER'S, INC.	500.00	385492	
RITTER LUMBER CO.	170.52	385495	
RALPH'S INDUSTRIAL ELECTRONICS	86.47	385497	
SANITARY SUPPLY, INC.	256.34	385500	
ACE IMAGEWEAR	313.61	385503	
SOLAR SPECIALTIES	1,080.00	385509	
AT&T	5,093.00	385511	
WHOLESALE ELECTRIC SUPPLY CO.	686.76	385527	
DEPARTMENT OF INFORMATION RESOURCES	6,884.19	385540	
ADVANCE COMMUNICATIONS SYSTEM	10,713.88	385575	
OPEN TECH	1,192.80	385587	
FIRETROL PROTECTION SYSTEMS, INC.	280.00	385606	
BOOT BARN	55.98	385647	91,213.61*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	108.00	385409	
CITY OF PORT ARTHUR - WATER DEPT.	669.44	385430	
ALL-PHASE ELECTRIC SUPPLY	312.00	385433	
EFFICIENT SYSTEMS, INC.	220.00	385440	
FRED MILLER STORES	1,105.78	385475	
NOACK LOCKSMITH	13.50	385480	
SANITARY SUPPLY, INC.	737.84	385500	
AT&T	36.72	385511	
EMERY CARPET	39.98	385539	
DEPARTMENT OF INFORMATION RESOURCES	1.98	385540	
SOLAR	473.66	385553	
LOWE'S HOME CENTERS, INC.	65.55	385559	
ADVANCE COMMUNICATIONS SYSTEM	1,496.56	385575	
PARKER LUMBER	52.95	385619	
DALE'S POOLS	258.71	385639	5,592.67*
MAINTENANCE-MID COUNTY			
TURBO POWER SYSTEMS	793.39	385413	
ACE IMAGEWEAR	54.22	385503	
DEPARTMENT OF INFORMATION RESOURCES	.11	385540	
ADVANCE COMMUNICATIONS SYSTEM	1,018.10	385575	
HIGHTECH SIGNS	603.20	385588	2,469.02*
SERVICE CENTER			
ACTION AUTO GLASS	115.00	385411	
CARQUEST AUTO PARTS # 96	32.77	385428	
KINSEL FORD, INC.	1,144.49	385466	
M&D SUPPLY	69.45	385469	
PHILPOTT MOTORS, INC.	291.92	385490	
RALPH'S INDUSTRIAL ELECTRONICS	118.56	385497	
VIN'S PAINT & BODY, INC.	1,596.18	385533	
VERIZON WIRELESS	41.90	385545	
FIRST CALL	67.65	385563	

NAME	AMOUNT	CHECK NO.	TOTAL
BUMPER TO BUMPER	123.98	385572	
TIME WARNER CABLE BUSINESS CLASS	79.95	385584	
AMERICAN TIRE DISTRIBUTORS	1,560.50	385605	
INTERSTATE ALL BATTERY CENTER - BMT	1,183.50	385610	
MIGHTY OF SOUTHEAST TEXAS	107.10	385625	6,532.95*
VETERANS SERVICE			
OFFICE DEPOT	143.11	385485	143.11*
			677,145.71**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	187.64	385407	
ADAPCO, INC.	138,676.86	385408	
GREYHOUND PACKAGE EXPRESS	16.55	385418	
DERRICK OIL	333.25	385436	
FISHER SCIENTIFIC	456.72	385445	
JACK BROOKS REGIONAL AIRPORT	1,294.42	385461	
GREG MARCINIAK	56.71	385473	
MUNRO'S	98.95	385478	
PHILPOTT MOTORS, INC.	197.38	385490	
NEDERLAND HARDWARE SUPPLY	19.02	385523	
FASTENAL	11.19	385535	
TEX-AIR PARTS, INC	620.74	385576	
PARKER LUMBER	118.42	385619	
UNIVERSAL INC	405.00	385630	142,492.85**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	50.00	385573	50.00**
LAW LIBRARY FUND			
WEST PUBLISHING CORPORATION	4,628.61	385524	4,628.61**
EMPG GRANT			
VERIZON WIRELESS	183.19	385546	183.19**
JUVENILE TJPC-A-2012-123			
SAM HOUSTON STATE UNIVERSITY	175.00	385499	
OMNICARE SAN ANTONIO	140.00	385589	
YOUTH ADVOCATE PROGRAM	3,617.44	385596	
PAMELA A OAKLEY OD	275.00	385604	
STATE VOLUNTEER RESOURCE COUNCIL	175.00	385637	4,382.44**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	31.90	385545	31.90**
IV-E FOSTER CARE			
VERIZON WIRELESS	31.90	385545	31.90**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	267.78	385485	
SAM HOUSTON STATE UNIVERSITY	350.00	385498	
TIME WARNER COMMUNICATIONS	74.87	385514	
DEPARTMENT OF INFORMATION RESOURCES	2.38	385540	
VERIZON WIRELESS	120.14	385545	
UNITED STATES POSTAL SERVICE	51.45	385550	
TRAINING STRATEGIES, INC.	600.00	385568	
JCCSC	930.00	385621	2,396.62**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	1,882.53	385450	
DEPARTMENT OF INFORMATION RESOURCES	.89	385540	
VERIZON WIRELESS	31.90	385545	1,915.32**
SHSP, LETPP & CERT GRANTS			

NAME	AMOUNT	CHECK NO.	TOTAL
MIKE SMITH ENTERPRISES	1,980.00	385590	1,980.00**
LAW OFFICER TRAINING GRT			
NATIONAL GEOGRAPHIC DVD+VIDEO	36.90	385636	36.90**
COUNTY RECORDS MANAGEMENT			
B&B ICE COMPANY	457.60	385617	457.60**
TAX OFFICE AUTO DEALER			
DELL MARKETING L.P.	1,117.14	385435	
CDW COMPUTER CENTERS, INC.	3,804.90	385537	4,922.04**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	113.97	385545	113.97**
HOTEL OCCUPANCY TAX FUND			
DEPARTMENT OF INFORMATION RESOURCES	4.90	385540	
VERIZON WIRELESS	37.99	385545	
UNITED STATES POSTAL SERVICE	5.49	385550	48.38**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,568.00	385416	
BINSWANGER GLASS CO.	6,563.20	385426	
HERNANDEZ OFFICE SUPPLY, INC.	550.00	385454	
LJA ENGINEERING INC	485.02	385631	9,166.22**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES	1.31	385540	
VERIZON WIRELESS	75.98	385545	
ADVANCE COMMUNICATIONS SYSTEM	2,403.12	385575	2,480.41**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	385578	13,750.00**
LIABILITY CLAIMS ACCOUNT			
DUNHAM HALLMARK PLLC	43.75	385624	43.75**
BAIL BONDING FUND			
KEITH DAY	32,500.00	385551	32,500.00**
SHERIFF'S FORFEITURE FUND			
AIRCRAFT SPRUCE & SPECIALTY	547.00	385529	
PORTER-STRAIT INSTRUMENT CO., INC.	708.28	385574	
AERO DYNAMIX INC	755.00	385642	2,010.28**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,745.00	385376	
CLEAT	378.00	385377	
JEFFERSON CTY. TREASURER	18,420.49	385378	
RON STADTMUELLER - CHAPTER 13	1,792.50	385379	
INTERNAL REVENUE SERVICE	150.00	385380	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,080.00	385381	
JEFFERSON CTY. COMMUNITY SUP.	9,475.31	385382	
JEFFERSON CTY. TREASURER - HEALTH	387,204.50	385383	
JEFFERSON CTY. TREASURER - GENERAL	10.00	385384	
JEFFERSON CTY. TREASURER - PAYROLL	1,535,942.32	385385	
JEFFERSON CTY. TREASURER - PAYROLL	614,342.06	385386	
MONY/MLOA	275.61	385387	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,282.22	385388	
TGSLC	249.48	385389	
UNITED WAY OF BEAUMONT& N JEFFERSON	52.72	385390	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - TCDRS	551,929.29	385391	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	385392	
JEFFERSON COUNTY TREASURER	2,385.92	385393	
JEFFERSON COUNTY - TREASURER -	4,643.17	385394	
NECHES FEDERAL CREDIT UNION	68,048.75	385395	
DEPARTMENT OF SOCIAL SERVICES	140.76	385396	
JEFFERSON COUNTY - NATIONWIDE	45,242.98	385397	
TENNESSEE CHILD SUPPORT	115.38	385398	
FMS DMS PIONEER	34.62	385399	
SBA - U S DEPARTMENT OF TREASURY	168.49	385400	
ACCOUNT CONTROL TECHNOLOGY, INC.	153.82	385401	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	385402	
U S DEPARTMENT OF TREASURY	157.99	385403	
WILLIAM E HEITKAMP	639.00	385404	
JOHN TALTON	223.85	385405	
			3,263,644.77**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	213.50	385461	
DEPARTMENT OF INFORMATION RESOURCES	220.32	385540	
VERIZON WIRELESS	341.91	385544	
SABINE PASS PORT AUTHORITY	473.84	385555	
CODE BLUE	104.00	385569	
THE DINGO GROUP-PETE JORGENSON MARI	679.03	385597	
ATTABOY TERMITE & PEST CONTROL	55.00	385611	
PALMER POWER	792.16	385643	
SOUTHERN ARMS AND MFG LLC	2,990.00	385646	
			5,869.76**
ASAP - CONSTABLE PCT 8			
CODE BLUE	350.00	385569	
			350.00**
2009 PORT SECURITY			
ORANGE COUNTY TREASURER	187,138.48	385538	
			187,138.48**
			4,408,708.53***

Special, September 30, 2013

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 30, 2013