

**SPECIAL, 1/27/2014 1:30:00 PM**

BE IT REMEMBERED that on January 27, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*January 27, 2014*

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  
January 27, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **27th** day of **January 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 11:00 a.m. –Consider and possibly approve the initial estimate for the base bid costs of Phase 5 and any alternatives for the restoration of the Jefferson County Historic Courthouse as presented by Bailey Architect, Inc.

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

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

## **PURCHASING:**

1. Reject all bids for (IFB 13-026/JW), Term Contract for Elevator Maintenance and Repair for Jefferson County.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a contract amendment for (IFB 10-039/KJS), Term Contract for Trash Container Service for Jefferson County with Waste Management in which the location of service will be changed for the Jefferson County Service Center from 1295 Orleans St., Beaumont, Texas 77701 to 7789 Viterbo Rd., Beaumont, Texas 77705. This contract amendment will also change the frequency of service (trash container pick-up) for the Jefferson County Service Center from (2) days per week at a cost of \$130.50 per month to (1) day per week for a cost of \$79.12 per month.

**SEE ATTACHMENTS ON PAGES 8 - 8**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ADDENDUMS**

3. Consider and approve, execute, receive and file a Professional Service Agreement (PROF 14-005/JW) with Bailey Architects to prepare the grant application for Jefferson County Courthouse in the Texas Historical Commission's Round VIII Texas Historic Courthouse Preservation Program for a not to exceed amount of \$5000.00, plus reimbursables of approximately \$500.00.

**SEE ATTACHMENTS ON PAGES 9 - 10**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

4. Consider and approve Interlocal Agreement with the GLO to provide natural gas at the AI Price Unit.

**SEE ATTACHMENTS ON PAGES 11 - 26**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

5. Regular County Bills - check #389644 through check #389833.

**SEE ATTACHMENTS ON PAGES 27 - 35**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

6. Consider, possibly approve a Resolution of the Texas Historical Commission supporting the Preservation Program Round V111.

**SEE ATTACHMENTS ON PAGES 36 - 36**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

7. Consider, possibly approve and receive and file addendum to XL Systems Tax Abatement Agreement.

**SEE ATTACHMENTS ON PAGES 37 - 37**

**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  
January 27, 2014*

8. Consider and possibly approve a Resolution approving submission of grant application for Jefferson County Drug Intervention Court.(Grant Application No. 1604514)

**SEE ATTACHMENTS ON PAGES 38 - 38**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

9. Consider and possibly approve receive and file a change of address for Jefferson County Courthouse Annex from 1001 Pearl Street to 1085 Pearl Street effective immediately to distinguish a location for 911 Emergency Services. The sheriff's office will retain 1001 Pearl Street as its official "911" and mailing address.

**Judge Dollinger request the 2 jps and constable office and jail facility maintain the 1001 address. Commissioner Arnold will check will Fire Marshall for approval.**

**SEE ATTACHMENTS ON PAGES 39 - 39**

**Action: TABLED**

10. Consider, possibly approve, authorize the County Judge to sign and receive and file a land lease between Jefferson County and Reytec Construction Resources, Inc. for use of lot on Magnolia Ave., Beaumont, TX.

**SEE ATTACHMENTS ON PAGES 40 - 49**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

11. Consider boundaries of County Energy Tax Reinvestment Zone.

**Action: NONE**

*Notice of Meeting and Agenda and Minutes*  
*January 27, 2014*

12. Receive and file executed Contract No. 713250, between Jefferson County, Texas and the Texas Department of Agriculture (TDA) (TxCDBG)

**SEE ATTACHMENTS ON PAGES 50 - 77**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**HUMAN RESOURCES:**

13. Consider and possibly approve reorganization of the Beaumont Maintenance Department, which would result in an estimated annual budget savings of \$44,284.

**SEE ATTACHMENTS ON PAGES 78 - 78**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**MAINTENANCE (BEAUMONT):**

14. Consider and possibly adopt a Resolution recognizing Rogers Smith, Jr. for his 15 years of service to the Jefferson County Maintenance Department and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 79 - 79**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **RISK MANAGEMENT:**

15. Consider and possibly approve the appointment of Tim Funchess by Commissioner Eddie Arnold, Mitch Woods by Commissioner Brent Weaver, D, Theresa Goodness by Commissioner Michael Sinegal, Karl Holmes by Commissioner Bo Alfred and Miriam Johnson by Judge Jeff Branick to the Southeast Texas Government Employee Benefits Pool Board of Trustees, effective January 1, 2014 for a three year term.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

16. Consider and possibly approve Public Officials Liability Insurance renewal with Ace American Insurance, effective February 1, 2014, at an annual premium of \$26,411.00.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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



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

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

**AMENDMENT TO CONTRACT**

January 14, 2014

Waste Management of South Texas  
1901 Afton  
Houston, TX 77055  
Attention: Mr. Terry Woodson, Director of Governmental Affairs

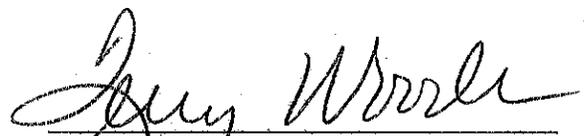
Dear Ms. Woodson:

This letter will serve as an Amendment to Contract (IFB 10-039/KJS), Term Contract for Trash Container Service for Jefferson County.

This Amendment will change the location of service for the Jefferson County Service Center from 1295 Orleans, Beaumont, Texas 77701 to 7789 Viterbo Rd., Beaumont, Texas 77705.

This Amendment will change the frequency of service (trash container pick-up) for the Jefferson County Service Center from (2) days per week to (1) day per week for the price of \$79.12 per month.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail ([iwest@co.jefferson.tx.us](mailto:iwest@co.jefferson.tx.us)).

  
\_\_\_\_\_  
Waste Management

1-17-2014  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

January 10, 2014

Honorable Jeff Branick, Jefferson County Judge  
Jefferson County  
1149 Pearl Street, 4th Floor  
Beaumont, TX 77701

Re: Proposal for Professional Services to Prepare the Grant Application for Jefferson County Courthouse in the Texas Historical Commission's Round VIII Texas Historic Courthouse Preservation Program

Judge Branick:

In the recently completed legislative session, the funding for the Texas Historical Commission's Texas Historic Courthouse Preservation Program was drastically cut to \$4.2 million for Round VIII. This is considerably less than the \$20m previously awarded and a far cry from the \$60m granted two rounds ago. Unlike previous years, the application from previous rounds will not roll over automatically. For Round VIII, a new application is required to outline the scope of the endangerment issues in more detail, and a new estimate must be included to reflect the work being proposed.

This grant cycle will have different scoring criteria, with focus to "support smaller grant projects that address urgent and critical needs. The goal will be to resolve any deficiencies affecting the building usability, or constitute structural or life safety problems." The THC will offer grants up to a maximum of \$450,000 with a 50/50 match from the County.

The new scoring criteria make the position of Jefferson County in comparison to other county applications unknown; however, based on our conversations with Mark Cowan—the current THC reviewer for this region—the scoring from previous rounds will not affect the scoring of the current grant round.

As part of our proposed services for Jefferson County, we will complete the THC THCPP Round VIII application, including:

1. One visit to the building to identify and photograph newly deteriorated conditions and assess other damage or deficiencies that could qualify for the grant.
2. Document endangerment issues that apply to this grant round
3. Verify full compliance of proposed work with approved Master Plan
4. Prepare an estimate for the proposed work
5. Fill out the application form, and compile the previously-prepared Records Protection Plan and updated Letters of Support (obtained by the County) into a single document to be submitted to the THC.

Initially, the lack of a code-compliant fire alarm, and the lack of a fire sprinkler system in a historic high-rise building appear to be issues in line with the description of the deficiencies that the THC hopes to address in this round. As part of our investigation, we will work to identify other deficiencies that may also

**BAILEY  
ARCHITECTS**

qualify for funding in this grant cycle.

Bailey Architects would be pleased to assist in the selection of a preferred endangerment scope of work and the completion of the Round VIII application. The deadline for submission is February 13, 2014 with award announcements by April 2014. Projects that are awarded a grant would begin construction before January 2015.

We are proposing additional services to prepare the THC THCPP Round VIII Grant Application in the form of an hourly fee plus reimbursable expenses. We anticipate that one site visit (one person), and the preparation of the documentation described above would not exceed the amount of \$5,000, plus reimbursables (travel expenses and deliverables) of approximately \$500.

This proposal may be added as an Amendment to our current agreement with Jefferson County.

If this proposal meets with your approval, please sign and return to this office as soon as possible. If you have any questions, please let me know.

Sincerely,



Sandra Bauder, Associate  
LEED AP BD+C

cc: Mr. Eddie Arnold, Jefferson County Commissioner, Precinct #1

The Texas Board of Architectural Examiners, Post Office Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

**ACCEPTANCE**

JEFFERSON COUNTY, TEXAS

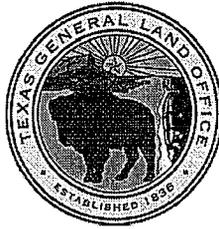
BAILEY ARCHITECTS, INC.

By: \_\_\_\_\_  
Hon. Jeff Branick, Jefferson County Judge

By:  \_\_\_\_\_  
Ray Leiker, AIA, President / Managing Principal

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

Date: January 10, 2014



**INTERLOCAL COOPERATION CONTRACT  
GLO CONTRACT NO. 14-249-000-8348**

This Interlocal Cooperation Contract (Contract) is entered into by and between the Texas General Land Office (GLO) and Jefferson County, Texas, Vendor ID #74-6000291 (Receiving Agency), pursuant to the authority granted by and in compliance with the provisions of "The Interlocal Cooperation Act", Sec. 791.001, *et seq.*, Tex. Gov't Code Ann. (Vernon 2004 & Supp. 2006).

**I. TERM AND AMOUNT OF CONTRACT**

1.01 **Term:** This Contract shall be effective for a Primary Term of February 1, 2014 through February 28, 2014, and month to month thereafter until terminated in writing at least 31 days prior to termination.

1.02 For and in consideration of the GLO's satisfactory performance under this Contract, which requires the delivery of an undeterminable quantity of natural gas, the Receiving Agency shall pay to the GLO, on a unit basis, the amount specified by the terms of this contract.

**II. DEFINITIONS**

**Certain Defined Terms:** Unless the context clearly requires otherwise, the capitalized terms defined below shall have the following meanings:

"**Btu**" shall mean one (1) British thermal unit.

"**Contract Maintenance Fee**" shall mean the fee the GLO charges per MMBtu delivered in accordance with 31 Texas Administrative Code §3.31(b)(19)(A) and which is recorded on Exhibit A.

"**Early Termination Damages**" shall mean the difference between (a) the Fixed Gas Price times the Fixed Gas Volume(s) remaining to be supplied or purchased under this Contract, plus the Index Gas Price times the Index Gas Volume(s) remaining to be supplied or purchased under this Contract and (b) the Market Value of the Fixed Gas Volume(s) and Index Gas Volume(s) remaining to be supplied or purchased under similar circumstances under this Contract.

**“Early Termination Date”** shall mean the date the Party authorized to do so establishes as the date the Contract terminates upon an Event of Default or the date of written termination notification by either Party that occurs prior to the termination date contemplated under Section 1.01. An Early Termination Date established under Sections 6.02 and 6.03 must be on the first day of a month.

**“Event of Default”** shall mean that a Party fails to perform any material term or condition of the Contract, provided that such failure is not caused by Force Majeure.

**“Fixed Gas Price”** shall mean the predetermined price of natural gas per MMBtu recorded on Exhibit A.

**“Fixed Gas Volume(s)”** shall mean the volume(s) of natural gas designated by Receiving Agency on Exhibit B to be priced at the Fixed Gas Price.

**“Force Majeure”** shall mean the occurrence of any of the following for the period of time, if any, that the performance by either or both Party’s material obligations under this Contract are actually, materially, or reasonably delayed or prevented thereby: the enactment, imposition, or modification of any applicable law which occurs after the effective date of this Contract; governmental actions, whether federal, state, military or local, or any application of governmental conservation or curtailment rules or regulations; transportation or natural gas supplier strikes, lockouts, or other industrial disturbances; acts of God, terrorism, wars, blockades, insurrections, riots, civil disturbances, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, wash-outs, explosions, nuclear reaction, radiation, or radioactive contamination; accidents to machinery or lines of pipe; production of lines of pipe; imposed, scheduled or unscheduled shutdowns or curtailments of lines of pipe for inspection, testing, maintenance, or repair; or any other occurrence, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the Party claiming the right to delay performance on account of such occurrence and which is not a result of the negligence, willful misconduct, or actions under the control of, the Party claiming the right to delay performance on account of such occurrence. Force Majeure shall not include fluctuations in the market price for natural gas or System Operating Expenses.

**“Full Requirements”** shall mean the Receiving Agency’s total natural gas requirements to be used only for operations, which includes providing gas to Receiving Agency’s tenants, if any, at the facilities identified in Exhibit A.

**“Gas Daily Price”** shall mean the midpoint price stated in the *Platts Daily Price Guide* or successor publication for the applicable Index Gas Price as referenced in Exhibit A.

**“Imbalance Costs”** shall mean all costs, including mitigation costs, incurred by the GLO for Imbalance Gas, resulting from the GLO’s use of information in Exhibit B or any subsequent amendment(s) thereto.

**“Imbalance Gas”** shall mean the difference between a Transporter’s receipts and deliveries of natural gas for the complete transportation path of the gas to the Points of Delivery.

**“Index Price”** shall mean the price posting as first published each month in *Platts Gas Daily* price guide in the section titled “Market Centers,” under the heading and subheading specified in Exhibit A, or in the event such publication is unavailable, a price agreed to by the GLO and Receiving Agency.

**“Index Gas Price”** shall mean Index Price plus Market Demand Factor.

**“Index Gas Volume(s)”** shall mean the volume(s) of natural gas designated by Receiving Agency in Exhibit B to be priced at the Index Gas Price, including any amount of natural gas supplied pursuant to Section 4.04.

**“LDC”** shall mean a local distribution company.

**“Market Demand Factor”** shall mean an adjustment to the Index Price, as determined by the GLO, to account for market factors, including but not limited to, supply, transportation and imbalance management and aggregation services performed by the GLO.

**“Market Value”** shall mean any or all of the settlement prices of NYMEX natural gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchase and any other bona fide third-Party offers, all adjusted for the length of term and transportation costs to the Points of Delivery recorded in Exhibit A.

**“MMBtu”** shall mean one million (1,000,000) Btu’s.

**“Monthly Gas Consumption Form”** shall mean the form attached hereto as Exhibit B that the Receiving Agency shall submit to the GLO wherein Receiving Agency designates its Monthly Scheduled Quantity.

**“Monthly Invoices”** shall mean invoice(s) generated by the GLO for the delivery of natural gas, the balance forward from the preceding billing month and payments received during the current billing month setting out the total amount due by Receiving Agency for the time periods specified therein.

**“Monthly Scheduled Quantity”** shall mean the total volume(s) of natural gas consumption per month in MMBtu the Receiving Agency reported on the most recent Exhibit B, filed in accordance with Section 3.03, and which is the amount of natural gas GLO will schedule for delivery to the Receiving Agency for the designated period(s). If no current Exhibit B from the Receiving Agency is on file at the GLO or, if one is filed, does not contain schedules volume(s) of natural gas consumption for a specific time period, the GLO will, in its sole discretion, schedule the volume(s) of natural gas to supply to the Receiving Agency for that period.

**“NYMEX”** shall mean the New York Mercantile Exchange.

“Party” or “Parties” shall mean the GLO or Receiving Agency individually or collectively as use of the term implies.

“Points of Delivery” shall mean the delivery interconnects more specifically identified in Exhibit A.

“Prior Period Adjustment” shall mean any adjustments, including but not limited to, actual delivered natural gas volumes, meter reading errors, or any other factor(s) which may affect the resulting actual cost of delivered natural gas supplies and other services made to any previous monthly invoice resulting in the actual cost to the Receiving Agency.

“Service Meter” shall mean the instrument for measuring and indicating or recording the volume of natural gas consumed by Receiving Agency.

“Swing Gas Price” shall mean the price posting as published each day in *Platts Gas Daily* price guide in the section titled “Daily Price Survey”, under the heading and subheading specified in Exhibit A, or in the event such publication is unavailable, a price agreed to by the GLO and Receiving Agency.

“Swing Gas Volume(s)” shall mean the volume(s) of natural gas both purchased and sold during the month, to be priced at the appropriate Swing Price.

“System Operating Expense(s)” shall mean the cost incurred by the GLO to supply volume(s) of natural gas to the Points of Delivery identified in Exhibit A, and includes but is not limited to, transportation charges, park-and-loan charges, cash outs, fuel charges, meter or metering charges, fees and taxes, including all Imbalance Costs actually incurred or reasonably allocated by the GLO before or after the Points of Delivery. The System Operating Expense(s) may be modified by the GLO to reflect any actual cost increases or decreases to the various cost components comprising the System Operating Expense(s).

“Telemetry Recovery Charges” shall mean actual telemetry costs, if any, incurred by the GLO. Receiving Agency has the option prior to the initial month of flow to notify the GLO in writing that it desires to prorate the actual telemetry costs plus 4% annual interest over a term not to exceed the last month noted on Exhibit B. These charges will be calculated as follows: (actual telemetry costs plus (actual telemetry costs multiplied by (4% multiplied by the desired months of proration divided by 12))) divided by the desired months of proration to determine the monthly recovery charge billed.

“Transporter” shall mean the pipeline company(s) that transports natural gas for the GLO.

### **III. STATEMENT OF SERVICES TO BE PERFORMED**

3.01 **Provision of Natural Gas:** The GLO agrees to sell and the Receiving Agency agrees to buy the Receiving Agency’s Full Requirements of natural gas on the terms and conditions set forth herein.

3.02 **Use of Natural Gas:** The Receiving Agency agrees that the natural gas purchased under the terms and conditions of this Contract shall be used only for the operational needs of the facilities, which includes providing gas to Receiving Agency's tenants, if any, identified in Exhibit A and may not be resold for any purpose or use whatsoever.

3.03 **Monthly Gas Consumption Form:** Upon execution of the Contract and annually thereafter, or from time to time as changed conditions require, the Receiving Agency shall complete and submit to the GLO a Monthly Gas Consumption Form in accordance with 31 Tex. Admin. Code §8.8.

3.04 **Fixed Gas Volume(s):** The Parties will execute an Exhibit A for purposes of locking in a Fixed Gas Price for the duration of time designated in Exhibit A and will execute an Exhibit B to designate the monthly volume of natural gas to be purchased at the Fixed Gas Price. Exhibit A and Exhibit B shall be amended in accordance with section 3.10.

3.05 **Future Month Quantity Amendments:** In accordance with Section 3.10, volume(s) of natural gas designated to be purchased at the Index Gas Price on the most recent Exhibit B may be amended by execution of Exhibit C (Confirmation Of Amendments to Scheduled Gas Volumes) and attaching a revised Exhibit B at any time no less than two (2) weeks prior to the month for which the change is to be effective. The amended Exhibit B volume(s) shall not be effective until the GLO acknowledges its approval in writing.

3.06 **Intra-Month Quantity Amendments:** In order to mitigate the inevitable discrepancies between scheduled volume(s) and actual consumption of natural gas designated as Index Gas Price the Parties agree that the Receiving Agency may amend its scheduled volume(s) at any mutually agreeable time by execution of Exhibit C. The execution of Exhibit C will have the effect of amending Exhibit B; **however, intra-month amended Exhibit B volume(s) are not binding on the GLO.** The GLO will make commercially reasonable attempts to effectuate intra-month scheduled amendments, but makes no guarantee that they can be implemented or that avoidance of Imbalance Costs can be achieved.

3.07 **Imbalance Costs:** The Receiving Agency shall bear all Imbalance Costs.

3.08 **Transportation Agreements:** The Receiving Agency, if necessary, shall enter into separate agreements to transport the volume(s) of natural gas received under this Contract. The Receiving Agency is directly and independently responsible to such Transporter or LDC for all transportation costs from the Points of Delivery to the Service Meter(s) at Receiving Agency's facilities identified in Exhibit A.

3.09 **Title to Gas:** Title to the natural gas, its control and possession, risk of loss, and liability for damages and injuries, shall pass to the Receiving Agency upon delivery of the natural gas to the Service Meter(s) at Receiving Agency's facilities identified in Exhibit A.

3.10 **Exhibit Amendments:** Exhibit A, Exhibit B, and Exhibit C of this Contract may be amended through the mutual agreement of the Parties by the execution of new exhibits signed and dated by both Parties. Receiving Agency hereby expressly grants authority to Deb Clark, Purchasing Agent to execute amendments to Exhibit A (INITIALED BY: \_\_\_\_; \_\_\_\_ ) and Harry Schoppe, Financial Analyst to execute amendments to Exhibit B and Exhibit C (INITIALED BY: \_\_\_\_; \_\_\_\_).

#### **IV. BILLING AND STATEMENT OF CHARGES**

4.01 **Billing:** The GLO shall bill the Receiving Agency via Monthly Invoices that shall be delivered via the United States Postal Service, electronic mail, or facsimile at the GLO's option to the Receiving Agency on or before the last working day of the month following the month of delivery.

4.02 **Invoicing:** The Monthly Invoices indicate the total sum of:

- (i) Fixed Gas Volume(s) times the Fixed Gas Price, **WHETHER OR NOT SUCH QUANTITY IS ACTUALLY TAKEN BY THE RECEIVING AGENCY DURING THE MONTH**, plus
- (ii) the product of the month's designated or scheduled Index Gas Volume(s) times the Index Gas Price, plus
- (iii) a positive or negative Prior Period Adjustment reflecting the difference, if any, between the previous month's designated or scheduled Index Gas Volume(s) and the actual Index Gas Volume(s) supplied, plus
- (iv) the Contract Maintenance Fee, plus
- (v) System Operating Expenses, plus
- (vi) Telemetry Recovery Charges, plus
- (vii) any charges incurred under Sections 4.04, 4.05 or 4.06.

4.03 **Default Gas Pricing:** For any month during the term of this Contract for which Exhibit A pricing is not in effect, all natural gas supplied to Receiving Agency will be sold per MMBtu at a price equal to the total sum of: the greater of (i) the first of the month Index Price for the month of flow times 120% or (ii) the average of the Gas Daily Price relative to the referenced Index Price for the month of flow times 120%, plus (a) the Contract Maintenance Fee, and (b) the System Operating Expenses.

4.04 **Excess Usage Pricing:** If the Index Gas Volume(s) of natural gas received by the Receiving Agency exceeds the Monthly Scheduled Quantity of Index Gas Price gas, such excess will be priced as follows:

- (i) if the Transporter utilizes a cash out provision, the actual excess quantity used times the Transporter's cash out contract price plus the associated transportation charges; or

- (ii) if the Transporter does not utilize a cash out provision and the natural gas received by the Receiving Agency exceeds 105% of the Monthly Scheduled Quantity of Index Gas Volume(s), all volume of natural gas exceeding 100% of the Monthly Scheduled Quantity will be priced at the greater of (a) the first of the month Index Price for the month of flow times 120% or (b) the average of the Gas Daily Price relative to the referenced Index Price for the month of flow times 120%.

**4.05 Shortfall Usage Pricing:** If the Receiving Agency does not accept delivery of the Monthly Scheduled Quantity of Index Gas Volume(s), the Receiving Agency shall pay the GLO as follows:

- (i) if the Transporter utilizes a cash out provision, the quantity of natural gas not accepted times the positive difference between the Index Gas Price for that particular quantity of natural gas minus the cash out price the Transporter paid the GLO for the Monthly Scheduled Quantity not accepted plus associated transportation charges; or
- (ii) if the Transporter does not utilize a cash out provision and the Receiving Agency does not accept delivery of at least 95% of the Monthly Scheduled Quantity of Index Gas Volume(s), the positive difference between the Index Gas Price for that quantity of natural gas not accepted less the lesser of (a) 80% of the first of month Index Price for the month of flow times the quantity of natural gas not accepted or (b) 80% of the average of the Gas Daily Price for the referenced index for the month of flow times the quantity of natural gas not accepted, plus (c) the actual transportation cost for all scheduled volume(s). For the purposes of subsection (i) and (ii), the phrase "quantity of natural gas not accepted" shall mean the difference in the volume(s) of gas listed on the most recently filed or amended Exhibit B or Exhibit C and the gas actually accepted for the applicable time periods.

**4.06 Special Aggregation Provision:** For the calculations contemplated by subsections (ii) of sections 4.04 and 4.05, the GLO will, aggregate the Monthly Scheduled Quantity of Index Gas Volume(s) for Receiving Agency's and locations, where the LDC creates or allows a pool, and aggregate the natural gas index volumes actually accepted by the pooled Receiving Agency's at the locations provided for in their respective contracts. Any imbalance fee imposed by the GLO will be apportioned among those Receiving Agencies based upon their pro rata contribution to any resulting imbalance. However, in no event will the imbalance fee under this section exceed the imbalance fee for the Receiving Agency on a stand alone basis. The aggregation provided for in this special provision shall apply to each LDC, provided that the LDC provides an aggregation benefit for public retail customers.

## V. PAYMENT FOR SERVICES

**Payment Methods and Due Date:** Payments by check, electronic fund transfer or interagency transaction voucher (ITV), unless otherwise agreed, are the only acceptable methods of Payment. Payment is due no later than thirty (30) calendar days from date of receipt of the Statement of Charges for all undisputed charges. If the invoiced party disputes the amount of any such Statement of Charges, such invoiced party shall, within five (5) days of the payment due date,

provide supporting documentation to support the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available to enforce its rights pursuant to this contract. Payment upon receipt of the Statement of Charges after a reasonable process period is encouraged, as the GLO must pay for purchased natural gas by the 25<sup>th</sup> of the month following the month of delivery. Payments involving ITVs shall be executed according to the guidelines established by Accounting Policy Statement Number 14 (entitled "Interagency Payments and Receipts" in Publication APS-14), or successor guidelines, under the Uniform Statewide Accounting System (Comptroller of Public Accounts, Accounting Policy Statements). ITV payments are to be made to the Texas General Land Office, **VENDOR NUMBER 33053053055000**, using **RTI NUMBER 305002**.

## VI. DEFAULT AND TERMINATION

**6.01 Early Termination:** Subject to payment of Early Termination Damages, either Party may terminate this Contract early by giving at least thirty (30) days written notice to the other Party.

**6.02 Early Termination Date:** The terminating Party may establish the Early Termination Date. The non-terminating Party shall thereafter determine any Early Termination Damages in a commercially reasonable manner.

**6.03 Event of Default Early Termination Date:** The non-defaulting Party may establish the Early Termination Date. The non-defaulting Party shall thereafter determine any Early Termination Damages in a commercially reasonable manner.

**6.04 Non-Performance due to Force Majeure:** Any delays in or failure of performance by either Party, except in respect of the obligation of payments under this Contract, due to Force Majeure shall not constitute an Event of Default. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall, to the extent practical, exercise due diligence to prevent, eliminate, or overcome such Force Majeure event and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, either Party may terminate this Contract immediately upon written notification to the other Party. Upon such termination, the terminating Party shall be responsible for Early Termination Damages, which shall be due and payable in accordance with Section 6.05 below.

**6.05 Early Termination Damages Payment Obligation and Due Date:** Early Termination Damages and all previously incurred charges pursuant to this Contract, are due and payable to the non-defaulting or non-terminating Party upon early termination or default. Early Termination Damages are due and payable thirty (30) days after the non-terminating or non-defaulting Party invoices the other Party.

## VII. MISCELLANEOUS PROVISIONS

7.01 **Assignment:** Either Party may assign this Contract upon written notice and prior approval of the other Party. Such approval shall not be unreasonably refused.

7.02 **Entire Agreement:** This Contract constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Contract shall be binding except by a subsequent written modification signed by both Parties. The foregoing notwithstanding, the Parties may change non-substantive terms, including but not limited to names, addresses and account numbers, without the approval of the other Party. The Party making the non-substantive change shall provide the other Party written notice of the change within five (5) days of the change.

7.03 **Compliance with Other Laws:** Incorporated by reference, the same as if specifically written herein, are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those pertinent rules and regulations of the State of Texas and those of federal agencies providing funds to the State of Texas, all of which shall apply to the performance of the Parties hereunder.

7.04 **Dispute Resolution:** The Parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract. The dispute resolution process in Chapter 2009 and Chapter 2260, Government Code, must, to the extent applicable to this Contract, be used to resolve any dispute, other than a dispute regarding an invoiced amount, arising under this Contract; provided however, that nothing in this paragraph shall preclude either Party from pursuing any remedies as may be available under Texas state law. All disputes arising out of alleged errors in the monthly invoice shall be conducted in accordance with §771.008, Government Code "The Interagency Cooperation Act". This provision shall not apply to any matter with respect to which the GLO or Receiving Agency may make a decision within its sole and complete discretion.

7.05 **Venue:** Venue of any suit brought for breach of this Contract is fixed in any court of competent jurisdiction in Travis County, Texas; provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by the GLO or Receiving Agency.

7.06 **Termination for Non-Appropriation:** This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO or Receiving Agency in violation of Tex. Const. art. III §49. In compliance with Tex. Const. art. VIII §6, it is understood that all obligations of the GLO and Receiving Agency are subject to the availability of 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.

7.07 **Severability:** Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect; so long as such

severance does not deprive either Party of the benefit of the bargain.

7.08 **Execution:** This Contract shall be executed in multiple originals and/or several counterparts, each of which shall constitute an original. A complete set of said counterparts, when taken together, shall constitute a single instrument.

7.09 **Pipeline Integrity Testing:** During the term of this Contract, if any pipe line used to transport natural gas to the Receiving Agency ceases or interrupts regular operation, to include, but not limited to, inspection, maintenance, testing or repair, as a result of governmental action, order, rule or regulation, any resulting additional costs involved in delivering or providing natural gas under this Contract shall be borne entirely by the Receiving Agency. In such instance the GLO will assist the Receiving Agency in mitigating such additional costs by any operational means reasonably available to the GLO.

7.10 **Exhibits:** Exhibit A, Exhibit B, Exhibit C, and the Limited Agency Authorization attached hereto, and any subsequent amendments thereto, are incorporated by reference into this Contract.

7.11 **Continued Obligations:** Notwithstanding any other provision herein to the contrary, the Receiving Agency shall not be relieved of its obligation to make payments due to the GLO for natural gas actually supplied or tendered for delivery to the Points of Delivery set out in Exhibit A and any related expenses or liabilities incurred by the GLO in the performance of this Contract.

### VIII. CONTACT INFORMATION

Texas General Land Office  
Texas General Land Office  
1700 North Congress, Room 840  
Austin, TX 78701  
512/463-5042 Energy Resources  
512/475-1404 Fax

For Notices  
Attn: Brenda Rivera  
512/463-5327  
[brenda.rivera@glo.texas.gov](mailto:brenda.rivera@glo.texas.gov)

Jefferson County, Texas  
Jefferson County, Texas  
1149 Pearl, 7<sup>th</sup> Floor  
Beaumont, TX 77701-3638  
409/835-8500 Main  
409/839-2369 Fax

For Notices  
Attn: Judge Jeff Branick  
409/835-8466  
[jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)

For Scheduling  
Attn: Jennie Weidler

For Scheduling  
Attn: Harry Schoppe

512/475-1462  
[jennie.weidler@glo.texas.gov](mailto:jennie.weidler@glo.texas.gov)

409/835-8500  
[hschoppe@co.jefferson.tx.us](mailto:hschoppe@co.jefferson.tx.us)

For Payment by ACH with Addenda  
 Bank of America  
 Austin, TX  
 ABA #111000025 – Acct #6040070607  
 Details: GLO/Energy Gas

For Invoices  
 Patrick Swain (Primary)  
 409/839-2369 Fax  
[pswain@co.jefferson.tx.us](mailto:pswain@co.jefferson.tx.us)  
 Harry Schoppe (Alternate)  
 409/839-2369 Fax  
[hschoppe@co.jefferson.tx.us](mailto:hschoppe@co.jefferson.tx.us)

For Payment By Wire  
 ABA # 114900164  
 Acct # 463600305

For Payment By Check  
 Texas General Land Office  
 Attn: SEMP  
 P.O. Box 12873  
 Austin, TX 78711-2873

**THE UNDERSIGNED** do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; and (3) the services, supplies or materials contracted for are not required by §21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

**THE RECEIVING AGENCY** further certifies that it has the authority to enter into this Contract by virtue of the Texas Appropriations Act.

**THE GLO** further certifies that it has the authority to enter into this Contract by virtue of the authority granted in §52.133, Tex. Nat. Res. Code (Vernon 2001) and in the applicable Texas Appropriations Act.

**TEXAS GENERAL LAND OFFICE**

**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

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

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

S.A. \_\_\_\_\_  
Div. \_\_\_\_\_  
A.G.C. \_\_\_\_\_  
G.C. \_\_\_\_\_

**Exhibit A**

GLO CONTRACT NUMBER: 14-249-000-8348

EFFECTIVE DATE OF CONTRACT: February 1, 2014

EFFECTIVE DATE OF EXHIBIT A: February 1, 2014

AGENCY NAME: Jefferson County, Texas

AGENCY LOCATION: 1149 Pearl, 7<sup>th</sup> Floor, Beaumont TX 77701-3638

POINT OF DELIVERY: Al Price Facility, 3890 FM 3524, Beaumont TX 77705

FIXED GAS PRICE: Price of \$ N/A per MMBtu effective beginning \_\_\_\_\_ through \_\_\_\_\_  
(INITIALED BY: \_\_\_\_\_ (RECEIVING AGENCY);  
\_\_\_\_\_ (GLO).

INDEX GAS PRICE: Effective February 1, 2014, an Index Gas Price equal to the Index Price posting as first published each month in Platts Gas Daily price guide report in section titled "Market Centers" under the heading "East Texas" and under the subheading "Houston Ship Channel" plus a Market Demand Factor of 7.5% , plus \$.03 per MMBtu.

AUTHORIZED BY: **JEFFERSON COUNTY, TEXAS:**

\_\_\_\_\_  
 Jeff Branick  
 County Judge  
 DATE: \_\_\_\_\_

**GENERAL LAND OFFICE**

\_\_\_\_\_  
 Larry L. Laine, Chief Clerk,  
 Deputy Land Commissioner  
 DATE: \_\_\_\_\_

**EXHIBIT B**  
**MONTHLY GAS CONSUMPTION ELECTION (MGCE)**  
**CONTRACT # 14-249-000-8348**

**AGENCY:** Jefferson County, Texas  
**FACILITY NAME:** Al Price Facility  
**ADDRESS:** 3890 FM 3514, Beaumont TX 77705  
**CONTACT NAME:** Harry Schoppe  
**CONTACT PHONE NUMBER:** 409/835-8500  
**EMAIL ADDRESS:** hschoppe@co.jefferson.tx.us

**Gas Consumption Per Month in MMBtu**

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Feb-14	0	168	168
Mar-14	0	93	93
Apr-14	0	30	30
May-14	0	31	31
Jun-14	0	30	30
Jul-14	0	11	11
Aug-14	0	2	2
Sep-14	0	3	3
Oct-14	0	12	12
Nov-14	0	60	60
Dec-14	0	155	155
Jan-15	0	217	217
TOTAL	0	812	812

Receiving Agency: \_\_\_\_\_  
 Title: County Judge

Effective Date: 02/01/2014

GLO Initials: \_\_\_\_\_

Form: Monthly Gas Consumption  
 Approved by Legal SEMP  
 October 14, 2008

Rec'd by Semp Initial/Date \_\_\_\_\_  
 Updated GMS Initial Date \_\_\_\_\_  
 Routed to Legal Initial/Date \_\_\_\_\_  
 Posted into Docushare Initial/Date \_\_\_\_\_

EXHIBIT C

CONFIRMATION OF AMENDMENTS TO SCHEDULED GAS VOLUMES FOR EXHIBIT B GLO CONTRACT NO. 14-249-000-8348 ("Contract") \_\_\_\_\_ (Facility)

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

1). In an effort to reduce Receiving Agency's Pipeline Imbalance caused by discrepancies between Receiving Agency's actual gas consumption and its estimated consumption scheduled for delivery pursuant to Exhibit B of the Contract, the Texas General Land Office (GLO) and Receiving Agency hereby agree to amend the scheduled volume for the time period indicated below. Provided however the GLO can only accept nomination changes when applicable upstream pipeline carriers accept nomination changes. Nomination changes are typically not accepted on holidays, Sundays, and Mondays, therefore the GLO cannot accept Receiving Agency's changes relative to these days. Nomination changes for Saturday are applicable without change for the following Sunday and Monday, and thereafter until changed.

2). Receiving Agency hereby amends its scheduled volume by checking the appropriate box below:

a) In accordance with the GLO's suggested volume of \_\_\_\_\_/day. Resulting in total nominated volumes \_\_\_\_\_ for the month.

b) to \_\_\_\_\_/day.

or,

c) The volumes will remain \_\_\_\_\_ as established in Exhibit B.

3). The Receiving Agency amends its scheduled volumes for gas for the following time period(s) \_\_\_\_\_.

4). Receiving Agency's selection in Section 2 and 3 of this Confirmation Form and return of via email to the GLO constitutes Receiving Agency's agreement to the change in the scheduled volumes and to execution of this Confirmation Form.

5). In order for the Receiving Agency's selection to be immediately effective, the Receiving Agency must remit by FAX (512-475-1404) the Confirmation Form before 8:00 AM Central time the day before the effective day of flow. Failure to remit the Confirmation Form by 8:00 AM Central time will void the submitted selection. The Receiving Agency will contact the GLO the next business day to re-amend the scheduled volumes.

6). This Confirmation Form dated \_\_\_\_\_ supercedes all other such Confirmation Forms and the current Exhibit B for the time period indicated in Section 3 of this form.

7). Receiving Party acknowledges and agrees that this amendment to its scheduled volumes for gas does not guarantee elimination of imbalance charges nor does it relieve Receiving Agency's obligation to pay any imbalance charges pursuant to the Contract.

8). Receiving Agency acknowledges and agrees that the person signing below is authorized to amend Receiving Agency's scheduled volumes.

BY: \_\_\_\_\_

Form: CAN1  
Approved by Legal & SEMP  
September 9, 2009

<input type="checkbox"/> Received by SEMP Initials/Date	_____
<input type="checkbox"/> Updated GMS Initials/Date	_____
<input type="checkbox"/> Routed to Legal Initials/Date	_____
<input type="checkbox"/> Posted into DocuShare Initials/Date	_____

## ATTACHMENT 1

Limited Agency Authorization  
 GLO Contract No. 14-249-000-8348

In an effort to reduce Pipeline Imbalances caused by discrepancies between Receiving Agency's actual gas consumption and its estimated consumption scheduled for delivery pursuant to Exhibit B of the Contract, be able to make more timely mid-month corrections, and reduce excessive paperwork, Receiving Agency hereby appoints the GLO (Agent) as its limited agent with authority to act on its behalf in regards to the following:

Agent is authorized to make nominations of natural gas volumes on Receiving Agency's behalf in accordance with the GLO Contract No. noted above. Such nominations will be based upon Receiving Agency's historical usage or written instructions received from Receiving Agency, and shall be binding upon Receiving Agency without recourse.

This limited agency authorization shall be effective February 1, 2014 and shall remain in full force and effect until terminated by either party upon ten (10) days' prior written notice.

TEXAS GENERAL LAND OFFICE

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
 Larry L. Laine  
 Chief Clerk/Deputy Land Commissioner

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

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
CITY OF BEAUMONT - LANDFILL	50.00	389656	
APAC, INC. - TROTTI & THOMSOM	722.19	389657	
ROSE CITY SAND CORP.	48.00	389709	
SANITARY SUPPLY, INC.	16.00	389710	
SMART'S TRUCK & TRAILER, INC.	18.86	389715	
SOUTHEAST TEXAS WATER	14.00	389717	
AT&T	61.02	389719	
DEPARTMENT OF INFORMATION RESOURCES	.02	389740	
EDDIE ARNOLD	486.80	389770	
NATIONAL PUMP & COMPRESSOR	495.00	389790	
DE LAGE LANDEN PUBLIC FINANCE	73.36	389809	1,985.25**
ROAD & BRIDGE PCT.#2			
FAILS GARAGE	214.00	389672	
MUNRO'S	16.20	389698	
PHILPOTT MOTORS, INC.	219.87	389704	
ROGERS AUTO PARTS, INC.	76.18	389707	
SMART'S TRUCK & TRAILER, INC.	41.53	389715	
LOWE'S HOME CENTERS, INC.	67.17	389758	
CENTERPOINT ENERGY RESOURCES CORP	281.03	389771	
NEW WAVE WELDING TECHNOLOGY	6.82	389788	
DE LAGE LANDEN PUBLIC FINANCE	104.00	389809	1,026.80**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	15.84	389648	
ENTERGY	351.07	389678	
MUNRO'S	1,306.85	389698	
OFFICE DEPOT	50.30	389702	
SMART'S TRUCK & TRAILER, INC.	304.00	389715	
TEXAS AGRILIFE EXTENSION SERVICES	225.00	389723	
HOWARD'S AUTO SUPPLY	80.78	389738	
DEPARTMENT OF INFORMATION RESOURCES	.10	389740	
WALMART COMMUNITY BRC	381.13	389744	
LOWE'S HOME CENTERS, INC.	120.51	389758	
CENTERPOINT ENERGY RESOURCES CORP	27.27	389771	
DE LAGE LANDEN PUBLIC FINANCE	154.80	389809	3,017.65**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	224.22	389648	
SPIDLE & SPIDLE	463.53	389651	
APAC, INC. - TROTTI & THOMSOM	161.09	389657	
GOLD CREST ELECTRIC CO., INC.	775.18	389677	
J.K. CHEVROLET CO.	502.70	389683	
M&D SUPPLY	5.89	389695	
MUNRO'S	63.28	389698	
NAPA AUTO PARTS	21.98	389699	
SANITARY SUPPLY, INC.	110.17	389710	
SOILEAU PRINTING, INC.	128.00	389716	
DEPARTMENT OF INFORMATION RESOURCES	.10	389740	
SIERRA SPRING WATER CO. - BT	44.35	389751	
VULCAN INC	333.36	389763	
DE LAGE LANDEN PUBLIC FINANCE	45.68	389809	
ON TIME TIRE	318.00	389821	3,197.53**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	5.32	389746	
DE LAGE LANDEN PUBLIC FINANCE	105.34	389809	110.66**
PARKS & RECREATION			
COBURN'S GROVES (5)	152.42	389667	152.42**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	232.69	389702	

NAME	AMOUNT	CHECK NO.	TOTAL
PITNEY BOWES, INC.	613.89	389705	
SOUTHEAST TEXAS WATER	191.95	389717	
ZEE MEDICAL SERVICE	99.04	389736	
CDW COMPUTER CENTERS, INC.	1,902.45	389739	
DEPARTMENT OF INFORMATION RESOURCES	.07	389740	
UNITED STATES POSTAL SERVICE	1,926.77	389746	
DE LAGE LANDEN PUBLIC FINANCE	506.82	389809	5,473.68*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	13.75	389746	
DE LAGE LANDEN PUBLIC FINANCE	105.34	389809	119.09*
AUDITOR'S OFFICE			
OFFICE DEPOT	75.90	389702	
CDW COMPUTER CENTERS, INC.	314.27	389739	
UNITED STATES POSTAL SERVICE	28.98	389746	
DE LAGE LANDEN PUBLIC FINANCE	148.43	389809	567.58*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	66.15	389692	
OFFICE DEPOT	419.32	389702	
UNITED STATES POSTAL SERVICE	432.19	389746	917.66*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	600.00	389676	
UNITED STATES POSTAL SERVICE	3.33	389746	
KIMBERLY PHELAN, P.C.	200.00	389774	
FRED JACKSON	20.00	389789	
GRACE NICHOLS	2,000.00	389794	
HARVEY L WARREN III	1,600.00	389800	
DE LAGE LANDEN PUBLIC FINANCE	105.34	389809	
DUNHAM HALLMARK PLLC	500.00	389812	5,028.67*
RISK MANAGEMENT			
SALGBA MEMBERSHIP	200.00	389650	
UNITED STATES POSTAL SERVICE	13.67	389746	
KIM ISAACS	256.23	389766	
DE LAGE LANDEN PUBLIC FINANCE	77.40	389809	547.30*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	216.13	389746	
DE LAGE LANDEN PUBLIC FINANCE	105.34	389809	321.47*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,038.58	389703	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	389809	2,237.56*
PURCHASING DEPARTMENT			
UNITED PARCEL SERVICE	15.02	389729	
UNITED STATES POSTAL SERVICE	17.16	389746	
DE LAGE LANDEN PUBLIC FINANCE	105.34	389809	137.52*
GENERAL SERVICES			
JEFFERSON CTY. TAX DEPARTMENT	20.00	389685	
SPINDLETOP MHMR	32,990.75	389694	
OLMSTED-KIRK PAPER	2,568.00	389703	
TEXAS WORKFORCE COMMISSION	13,206.64	389725	
CROWN CASTLE INTERNATIONAL	1,332.65	389765	
HONEYWELL INC	5,582.00	389819	55,700.04*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	720.56	389739	
TIGER DIRECT.COM	206.63	389795	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE VOTERS REGISTRATION DEPT	148.43	389809	1,075.62*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE ELECTIONS DEPARTMENT	317.49 73.36	389746 389809	390.85*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE DISTRICT ATTORNEY	164.42 73.36	389746 389809	237.78*
UNITED STATES POSTAL SERVICE LEXIS-NEXIS DE LAGE LANDEN PUBLIC FINANCE DISTRICT CLERK	276.52 98.00 636.38	389746 389748 389809	1,010.90*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE CRIMINAL DISTRICT COURT	282.19 125.46	389746 389809	407.65*
LINDA C. CANSLER UNITED STATES POSTAL SERVICE KIMBERLY R. BROUSSARD DE LAGE LANDEN PUBLIC FINANCE AUDWIN M SAMUEL 58TH DISTRICT COURT	900.00 7.45 67.90 77.40 900.00	389661 389746 389792 389809 389833	1,952.75*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE 60TH DISTRICT COURT	.38 77.40	389746 389809	77.78*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE 136TH DISTRICT COURT	6.49 73.36	389746 389809	79.85*
DE LAGE LANDEN PUBLIC FINANCE 172ND DISTRICT COURT	73.36	389809	73.36*
DE LAGE LANDEN PUBLIC FINANCE 252ND DISTRICT COURT	77.40	389809	77.40*
UNITED STATES POSTAL SERVICE SUMMER TANNER JAMES R. MAKIN, P.C. 279TH DISTRICT COURT	466.34 266.75 1,388.82	389746 389779 389810	2,121.91*
PHILLIP DOWDEN DONALD BOUDREAUX UNITED STATES POSTAL SERVICE GLEN M. CROCKER RYAN L MATUSKA TONYA CONNELL TOUPS STEFANIE L. ADAMS, ATTORNEY AT LAW DE LAGE LANDEN PUBLIC FINANCE 317TH DISTRICT COURT	325.00 500.00 1.54 825.00 375.00 150.00 75.00 285.95	389655 389659 389746 389752 389781 389784 389806 389809	2,537.49*
UNITED STATES POSTAL SERVICE LEXIS-NEXIS JUDY PAASCH TADCP DE LAGE LANDEN PUBLIC FINANCE JUSTICE COURT-PCT 1 PL 1	1.52 102.00 2,233.33 225.00 77.40	389746 389749 389769 389780 389809	2,639.25*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	16.36 125.00	389746 389809	141.36*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	10.75 73.36	389746 389809	84.11*
JUSTICE COURT-PCT 2			
TEXAS JUSTICE CT.JUDGES ASSOC.,INC. JUSTICE COURT-PCT 4	75.00	389775	75.00*
DEPARTMENT OF INFORMATION RESOURCES US POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	.06 832.00 104.00	389740 389753 389809	936.06*
JUSTICE COURT-PCT 6			
CASH ADVANCE ACCOUNT STAR GRAPHICS COPIERS, INC. UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	198.00 198.00 64.59 73.36	389687 389720 389746 389809	533.95*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES JUSTICE OF PEACE PCT. 8 DE LAGE LANDEN PUBLIC FINANCE	.28	389740	.28*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT DE LAGE LANDEN PUBLIC FINANCE	4.22 62.40 73.36	389746 389750 389809	139.98*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE WILLIAM MARCUS WILKERSON	21.89 250.00	389746 389828	271.89*
COUNTY COURT AT LAW NO. 3			
KEVIN PAULA SEKALY PC UNITED STATES POSTAL SERVICE	250.00 20.04	389712 389746	270.04*
COURT MASTER			
JUDGE LARRY GIST LEGAL DIRECTORIES PUB. CO. UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	626.98 82.50 2.69 104.00	389675 389693 389746 389809	816.17*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	8.83 73.36	389746 389809	82.19*
COMMUNITY SUPERVISION DE LAGE LANDEN PUBLIC FINANCE	332.16	389809	332.16*
SHERIFF'S DEPARTMENT			
DELL MARKETING L.P. DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS UNITED STATES POSTAL SERVICE CODE BLUE ACCESSDATA	2,401.96 .75 2,849.27 1,372.17 1,204.00 3,782.95	389670 389740 389741 389746 389767 389791	

NAME	AMOUNT	CHECK NO.	TOTAL
SHERWIN-WILLIAMS	169.68	389796	
INTERSTATE ALL BATTERY CENTER - BMT	783.80	389797	
DE LAGE LANDEN PUBLIC FINANCE	977.64	389809	13,542.22*
CRIME LABORATORY			
ACCUTOX, INC.	93.04	389647	
FISHER SCIENTIFIC	467.92	389673	
LINDA B. JOHNSON	444.00	389688	
OFFICE DEPOT	36.44	389702	
SANITARY SUPPLY, INC.	85.60	389710	
SOUTHEAST TEXAS WATER	79.90	389717	
CDW COMPUTER CENTERS, INC.	379.28	389739	
WALMART COMMUNITY BRC	737.96	389744	
CERILLIANT	61.75	389762	
DE LAGE LANDEN PUBLIC FINANCE	104.00	389809	
ASSOC OF FIREARMS&TOOLMARK EXAMINER	100.00	389818	2,589.89*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	398.23	389646	
CARRIER CORPORATION	360.00	389649	
CITY OF BEAUMONT - WATER DEPT.	14,334.20	389663	
COBURN'S, BEAUMONT BOWIE (1)	32.83	389666	
GALL'S, INC.	865.00	389674	
HERNANDEZ OFFICE SUPPLY, INC.	967.31	389681	
HYGEIA CHEMICAL CO.	839.50	389682	
M&D SUPPLY	41.96	389695	
MOORE SUPPLY, INC.	3,678.77	389697	
OFFICE DEPOT	1,343.96	389702	
RALPH'S INDUSTRIAL ELECTRONICS	42.56	389708	
SANITARY SUPPLY, INC.	12,396.69	389710	
SCOTT EQUIPMENT, INC.	218.98	389711	
WASTE MGT. GOLDEN TRIANGLE, INC.	2,548.75	389732	
WHOLESALE ELECTRIC SUPPLY CO.	19.70	389733	
WILLBANKS & ASSOCIATES	2,014.01	389734	
WORTH HYDROCHEM	327.00	389735	
LOWE'S HOME CENTERS, INC.	89.73	389758	
LONE STAR UNIFORMS, INC.	423.95	389761	
AIRGAS SOUTHWEST	361.18	389786	
FIRETROL PROTECTION SYSTEMS, INC.	309.50	389793	
INTERSTATE ALL BATTERY CENTER - BMT	249.90	389797	
FIVE STAR CORRECTIONAL SERVICE	32,256.80	389801	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	389809	
SHOE CORPORATION OF BIRMINGHAM INC	1,685.04	389814	
EPIC CARD SERVICES LLC	574.40	389824	
DRAGONFLY INTERPRETING SERVICES	220.00	389825	
CARPENTER AVIONICS INC	421.30	389827	
CONMED INC	262,055.10	389831	340,442.51*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	76.13	389746	
DE LAGE LANDEN PUBLIC FINANCE	221.79	389809	297.92*
JUVENILE DETENTION HOME			
LABATT FOOD SERVICE	1,572.71	389658	
CITY OF BEAUMONT - WATER DEPT.	2,603.48	389663	
KINDRA, DBA J&R SERVICES	957.60	389690	
SANITARY SUPPLY, INC.	841.16	389710	
CENTERPOINT ENERGY RESOURCES CORP	1,469.02	389771	
FIRETROL PROTECTION SYSTEMS, INC.	188.00	389793	
ATTABOY TERMITE & PEST CONTROL	80.00	389798	7,711.97*
CONSTABLE PCT 1			
OFFICE DEPOT	153.41	389702	
UNITED STATES POSTAL SERVICE	105.88	389746	
DE LAGE LANDEN PUBLIC FINANCE	332.00	389809	591.29*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES DE LAGE LANDEN PUBLIC FINANCE	.06 229.00	389740 389809	229.06*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	7.66 73.36	389746 389809	81.02*
CONSTABLE PCT. 7			
AT&T	29.41	389719	29.41*
CONSTABLE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	332.00	389809	332.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT TEXAS DEPT OF AGRICULTURE	131.71 24.00	389702 389724	
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	.92 148.43	389746 389809	305.06*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY CLAYBAR FUNERAL HOME, INC.	1,500.00 3,467.44	389660 389665	
ENTERGY MUNRO'S	133.12 23.92	389679 389698	
OFFICE DEPOT AUSTIN CECIL WALKES MD PA	478.93 3,245.08	389702 389731	
WALMART COMMUNITY BRC UNITED STATES POSTAL SERVICE	212.62 96.14	389744 389746	
CENTERPOINT ENERGY RESOURCES CORP DE LAGE LANDEN PUBLIC FINANCE	66.90 480.43	389772 389809	
PDR DISTRIBUTION LLC	119.90	389815	9,824.48*
HEALTH AND WELFARE NO. 2			
TIME WARNER COMMUNICATIONS AUSTIN CECIL WALKES MD PA	74.97 3,245.08	389722 389731	
DE LAGE LANDEN PUBLIC FINANCE	178.70	389809	3,498.75*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D. DE LAGE LANDEN PUBLIC FINANCE	1,000.00 73.36	389652 389809	1,073.36*
CHILD WELFARE UNIT			
DISA, INC. BEAUMONT OCCUPATIONAL SERVICE, INC.	315.00 572.60	389671 389755	
J.C. PENNEY'S SEARS COMMERCIAL CREDIT	475.00 198.77	389756 389757	
TYMIER WILSON PAYEE CHUMARI WILSON PAYEE	20.00 20.00	389776 389777	1,601.37*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES TEXAS ON-SITE WASTEWATER TREATMENT	.32 150.00	389740 389803	150.32*
INDIGENT MEDICAL SERVICES			
KINGS PHARMACY OFFICE DEPOT	578.78 212.31	389653 389702	791.09*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE CITY OF BEAUMONT - WATER DEPT.	75.60 5,894.72	389644 389663	
RITTER @ HOME SANITARY SUPPLY, INC.	74.99 6,018.53	389706 389710	

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	184.23	389714	
AT&T	4,542.67	389719	
DEPARTMENT OF INFORMATION RESOURCES	6,911.57	389740	
DE LAGE LANDEN PUBLIC FINANCE	73.36	389809	
			23,775.67*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	422.39	389664	
FRED MILLER STORES	147.50	389696	
HOWARD'S AUTO SUPPLY	213.22	389738	
DEPARTMENT OF INFORMATION RESOURCES	2.25	389740	
PETE & HAROLD'S AUTO CLINIC, INC.	29.00	389747	
DE LAGE LANDEN PUBLIC FINANCE	150.76	389809	
			965.12*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	126.49	389706	
ACE IMAGEWEAR	27.91	389714	
BUBBA'S AIR CONDITIONING	75.00	389737	
LOWE'S HOME CENTERS, INC.	86.94	389758	
CENTERPOINT ENERGY RESOURCES CORP	23.91	389771	
DE LAGE LANDEN PUBLIC FINANCE	77.40	389809	
AI FILTER SERVICE COMPANY	93.50	389816	
			511.15*
SERVICE CENTER			
CLASSIC CHEVROLET	34.83	389645	
KAY ELECTRONICS, INC.	271.50	389689	
KINSEL FORD, INC.	103.93	389691	
PETROLEUM TRADERS CORPORATION	23,783.07	389742	
CODE 3 PUBLIC SAFETY EQUIPMENT, INC	174.00	389743	
VOYAGER FLEET SYSTEM INC.	18,824.31	389764	
BUMPER TO BUMPER	262.21	389768	
TIME WARNER CABLE BUSINESS CLASS	79.95	389778	
INTERSTATE ALL BATTERY CENTER - BMT	201.85	389797	
UNIFIRST HOLDINGS INC	19.72	389799	
DE LAGE LANDEN PUBLIC FINANCE	73.36	389809	
SPANKY'S WRECKER SERVICE INC	95.00	389823	
MUNICIPAL SERVICES BUREAU	1.67	389829	
			43,925.40*
VETERANS SERVICE			
HERNANDEZ OFFICE SUPPLY, INC.	37.84	389681	
UNITED STATES POSTAL SERVICE	5.97	389746	
DE LAGE LANDEN PUBLIC FINANCE	464.62	389809	
			508.43*
			540,458.84**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	78.91	389686	
MUNRO'S	98.95	389698	
PHILPOTT MOTORS, INC.	53.56	389704	
ROGERS AUTO PARTS, INC.	119.16	389707	
SETZER HARDWARE, INC.	39.43	389713	
TEXAS WORKFORCE COMMISSION	411.00	389725	
DEPARTMENT OF INFORMATION RESOURCES	.04	389740	
CENTERPOINT ENERGY RESOURCES CORP	558.32	389771	
PARKER LUMBER	24.98	389802	
DE LAGE LANDEN PUBLIC FINANCE	73.36	389809	
			1,457.71**
BREATH ALCOHOL TESTING			
GUTH LABORATORIES, INC.	1,952.52	389680	
			1,952.52**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	389809	
			77.40**
J.C. FAMILY TREATMENT CT.			
OFFICE DEPOT	252.02	389702	
JUDY PAASCH	50.00	389769	
			302.02**
LAW LIBRARY FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
YVONNE COOPER	150.00	389669	
JAMES PUBLISHING, INC.	87.94	389684	
LEXISNEXIS MATTHEW BENDER	6,303.36	389759	
WOLTERS KLUWER LAW & BUSINESS	1,742.00	389811	
THOMSON REUTERS-WEST	6,620.84	389832	14,904.14**
EMPG GRANT			
SOUTHEAST TEXAS WATER	69.55	389718	69.55**
JUVENILE TJPC-A-2014-123			
YOUTH ADVOCATE PROGRAM	4,022.33	389783	
WILBERT PIERRE	176.85	389822	4,199.18**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	816.00	389687	
TIME WARNER COMMUNICATIONS	74.97	389721	
DEPARTMENT OF INFORMATION RESOURCES	1.43	389740	
UNITED STATES POSTAL SERVICE	64.24	389746	
THE CHANGE COMPANIES	459.56	389760	
JCCSC	150.00	389805	1,566.20**
JEFF. CO. WOMEN'S CENTER			
TEXAS WORKFORCE COMMISSION	282.38	389725	
BURT WALKER PARTNERS, LTD	4,500.00	389730	
DEPARTMENT OF INFORMATION RESOURCES	.08	389740	
DE LAGE LANDEN PUBLIC FINANCE	292.40	389809	5,074.86**
COMMUNITY CORRECTIONS PRG			
DELL MARKETING L.P.	9,390.16	389670	
DE LAGE LANDEN PUBLIC FINANCE	115.38	389809	9,505.54**
DRUG DIVERSION PROGRAM			
TEXAS WORKFORCE COMMISSION	1,441.22	389725	
DE LAGE LANDEN PUBLIC FINANCE	115.38	389809	1,556.60**
LAW OFFICER TRAINING GRT			
WALMART COMMUNITY BRC	107.47	389744	107.47**
COUNTY CLERK - RECORD MGT			
DELL MARKETING L.P.	1,871.92	389670	1,871.92**
HOTEL OCCUPANCY TAX FUND			
ALL STAR PLUMBING	125.00	389654	
MUNRO'S	86.50	389698	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	389732	
DEPARTMENT OF INFORMATION RESOURCES	2.34	389740	
JESSIE DAVIS	87.01	389787	
DE LAGE LANDEN PUBLIC FINANCE	431.67	389809	
FUN4SENIORS	75.00	389817	886.64**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	389809	210.68**
CAPITAL PROJECTS FUND			
ALL-PHASE ELECTRIC SUPPLY	330.00	389668	
NOACK LOCKSMITH	77.00	389700	
RITTER @ HOME	440.00	389706	
TEXAS GENERAL LAND OFFICE	19,161.51	389726	
TEXAS GENERAL LAND OFFICE	28,259.92	389727	
EMERGENCY POWER SERVICE	7,082.00	389820	
HOUSTON FREIGHTLINER INC	114,000.00	389826	169,350.43**
AIRPORT FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	150.00	389687	
DEPARTMENT OF INFORMATION RESOURCES	2.58	389740	
WALMART COMMUNITY BRC	46.81	389744	
CENTERPOINT ENERGY RESOURCES CORP	4,168.37	389771	
DE LAGE LANDEN PUBLIC FINANCE	177.36	389809	4,545.12**
SE TX EMP. BENEFIT POOL			
MEDCO HEALTH SOLUTIONS INC	7,920.03	389785	
GROUP ADMINISTRATIVE CONCEPTS INC	712.00	389804	8,632.03**
LIABILITY CLAIMS ACCOUNT			
DUNHAM HALLMARK PLLC	175.00	389813	175.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	23,146.85	389773	23,146.85**
ORCA - IKE			
MAGUIRE IRON INC	89,470.00	389830	89,470.00**
MARINE DIVISION			
TRI-CON, INC.	1,706.32	389728	
DEPARTMENT OF INFORMATION RESOURCES	206.24	389740	
WALMART COMMUNITY BRC	65.28	389744	
SABINE PASS PORT AUTHORITY	461.34	389754	
KNIFE RIVER	478.00	389782	2,917.18**
			891,928.19***



# 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 \_\_\_\_\_, 2014, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Resolution was adopted:

**TEXAS HISTORICAL COMMISSION COURTHOUSE PRESERVATION PROGRAM  
ROUND VIII**

**Whereas**, the Commissioners Court of Jefferson County recognizes the value of our historic courthouse as a point of community and civic pride, and;

**Whereas**, the Commissioners Court of Jefferson County understands the significant role of Jefferson County in the history of the State of Texas, and;

**Whereas**, the Commissioners Court of Jefferson County recognizes the positive economic impact that will result for this effort, and;

**Whereas**, the Commissioners Court of Jefferson County wishes to see this historic structure continue to effectively serve the citizens of Jefferson County for generations to come, and;

**Whereas**, the Commissioners Court of Jefferson County will offer a preservation easement to the Texas Historical Commission that will require the County to maintain the courthouse in a good state of repair in perpetuity in exchange for a funding grant award;

**NOW, THEREFORE BE IT RESOLVED**, the Commissioners Court of Jefferson County resolves to support fully the restoration of the Jefferson County Courthouse under the Texas Historical Commission's Courthouse Preservation Program and to support the submission of a grant request in Round VIII.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2014

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

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

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

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

\_\_\_\_\_  
**Everette D. Alfred**  
Commissioner Precinct 4



JEFF R. BRANICK  
County Judge

Fred L. Jackson, Attorney  
P.O. Box 4025  
Beaumont, TX 77704

(409) 835-8466  
Fax: (409) 839-2911

January 10, 2014

Jessica Hill  
Beaumont Chamber of Commerce

Re: XL Tax Abatement Agreement

Dear Ms. Hill,

I have discovered that in the abatement agreements which were executed that in paragraph 5 (a) the formula "E1" has 10 full time employees when the controlling paragraph above it lists 45 jobs.

I am requesting that you have your principal sign this as a letter of understanding that E 1 should instead read 45 full-time jobs. I apologize for this inconvenience and again I thank you for all of your efforts in completing this agreement. Once you return this, I will receive and file it of record.

This is to verify that XL SYSTEMS LP does understand and agree that in paragraph 5 (a) E 1 in the tax abatement agreement which we executed with Jefferson County should read 45 full time employees.



XL SYSTEMS LP

By: EDWARD L. CORVIN

Title: Project Manager



# 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 \_\_\_\_\_, 2014, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Resolution was adopted:

## **A RESOLUTION APPROVING SUBMISSION OF THE GRANT APPLICATION FOR THE JEFFERSON COUNTY DRUG INTERVENTION COURT**

WHEREAS, illicit drug related crime consumes limited criminal justice resource and is responsible for a large backlog in our criminal courts dockets, prison overcrowding, and is a major contributor to social and economic problems in our communities; and,

WHEREAS, the mission of the Jefferson County Drug Intervention Court is to reduce the number of felony offenders who are recycled through the criminal justice system by breaking the cycle of drugs and crime in Jefferson County, Texas; and,

WHEREAS, the Jefferson County Drug Intervention Court has been operational since April 1993 and has provided judicially supervised substance abuse treatment to over 3,800 offenders; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, finds it in the best interest of the citizens of Jefferson County, Texas, that the Jefferson County Drug Intervention Court be operated for the period **September 1, 2014 through August 31, 2015**; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Commissioners Court of Jefferson County, Texas, assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the Commissioners Court of Jefferson County, Texas, designates Jeff Branick, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas, approves submission of the grant application for the Jefferson County Drug Intervention Court to the Office of the Governor, Criminal Justice Division.

**Grant Application Number:1604514**

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**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

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  
JAN 22 2014

January 22, 2014

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for January 27, 2014.

Consider and possibly approve receive and file a change of address for Jefferson County Courthouse Annex from 1001 Pearl Street to 1085 Pearl Street effective immediately to distinguish a location for 911 Emergency Services. The sheriff's office will retain 1001 Pearl Street as its official "911" and mailing address.

Thank you,

Eddie Arnold  
County Commissioner, Pct. #1

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this 27<sup>th</sup> day of JANUARY, 2014, by and between Jefferson County, (hereinafter referred to as "Landlord") and Reytec Construction Resources, Inc., a Texas Corporation, located at 1901 Hollister Street, Houston, Texas 77080 (hereinafter referred to as "Tenant").

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Beaumont, Jefferson County, Texas, such real property as described on the attached Exhibit "A," incorporated herein and has an address of 35 26 Magnolia, Beaumont, Jefferson County, Texas (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** This Agreement shall commence on JANUARY 27<sup>th</sup>, 2014 ("Commencement Date").  
**Lease:** This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.
2. **RENT**

Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord Five Hundred and no/100 Dollars (\$500.00) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. In the event said Rent is not received by Landlord by the fifth day of the month, then Tenant agrees to pay to Landlord (without further demand required) as a rental obligation a late charge equal to ten percent (10%) of the rental obligation in arrears. Rent payments shall be delivered to Jefferson County Auditor, 1149 Pearl St., 7<sup>th</sup> Floor, Beaumont, Texas 77701. Tenant further

agrees that, as part of the consideration herein, he will remove the existing concrete slab from the property and level same.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant for the purpose of a construction trailer, equipment and material lay down yard. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant acknowledges its independent inspection of the Premises and same are accepted by it in present condition, and it acknowledges same to be suitable for the purposes and use to be made thereof. **TENANT ACKNOWLEDGES THAT LANDLORD HAS MADE NO WARRANTIES TO TENANT AS TO THE CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, AND LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE. TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF, OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESSED OR IMPLIED.**

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. At the Landlord's option, Landlord may require Tenant to remove any and all alterations and improvements upon termination of this Lease Agreement.

8. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any Hazardous Substance on the Premises.

(a) As used herein, "Hazardous Substance" shall mean any substance, material, or waste that is regulated by any federal, state or local governmental or quasi-governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity; and "Environmental Requirements" shall mean all legal requirements relating to

industrial hygiene, protection of human health, hazard communication, employee rights-to-know, environmental protection, or the use, handling, storage, disposal, control, transportation or emission of any Hazardous Substance.

(b) Tenant shall not cause or knowingly permit any Hazardous Substance to be brought upon, generated, kept or used in or about the Premises by Tenant or any of Tenant's employees, agents, officers, directors, invitees, or licensees, without Landlord's consent, which consent may be given or withheld in Landlord's sole discretion. Landlord may condition its consent upon any terms and conditions deemed reasonable by Landlord, including without limitation, manner and method of disposal of any Hazardous Substance. Notwithstanding the foregoing sentences of this paragraph 8(b), Tenant shall be permitted to bring onto, keep or use in the Premises consumer products that are used in the ordinary course of business of Tenant, provided that: (i) such consumer products are not used or stored in quantities that would require any notification or reporting under any environmental law or regulations, or warnings to any persons located anywhere outside the Premises, if the entire quantities were released into the environment, (ii) Tenant inform Landlord in writing from time to time the nature, quantity and use of such consumer products, and (iii) Tenant otherwise complies with the provisions in this paragraph 8.

(c) Tenant shall promptly deliver to Landlord copies of any reports or emergency response business plans made to or filed with any governmental entity arising out of or relating to any Hazardous Substance on or from the Premises, and, upon Landlord's request, copies of all hazardous waste manifests reflecting the disposal of all Hazardous Substances removed by Tenant from the Premises. If any time Tenant shall become aware or have reasonable cause to believe that any Hazardous Substances have come to be located in or about the Premises, or that any known Hazardous Substances have been or may be released into the environment, Tenant shall immediately give notice thereof to Landlord.

(d) Tenant shall at its expense fully comply with all Environmental Requirements, prudent industry practices and the reasonable recommendations of Landlord regarding the use, handling, disturbance, management or disposal of Hazardous Substances permitted pursuant hereto. Upon expiration or earlier termination of the Lease, Tenant shall cause to be removed from the Premises and disposed in accordance with all applicable Environmental Requirements and prudent industry practices minimizing to the greatest extent possible any potential liability to Landlord as a result of such removal of, all Hazardous Substances that Tenant or any employee, officer, director, agent, licensee or invitee of Tenant caused or permitted to be located there. If the presence of such Hazardous substances results in contamination of any portion of the Premises, Tenant shall be solely responsible for the expense of returning the affected portion of the Premises to the condition existing prior to such contamination; provided, however, that Tenant shall not take any remedial action (except in emergencies) without first notifying Landlord and obtaining Landlord's approval.

(e) Tenant agrees to indemnify and hold Landlord and Landlord's employee, officer, director, agent, licensee or invitee harmless from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, (including without limitation reasonable attorneys' fees, consultant fees, expert fees, and costs) arising out of or in connection with the presence of any Hazardous Substance in the Premises, the removal, storage, transportation, and disposal of such

Hazardous Substance, Tenant's failure to comply with any and all Environmental Requirements in connection with any Hazardous Substance, any claims made by any of Tenant's employees, agents, officers, directors, licensees or invitees arising out the presence, removal, storage or transportation of any Hazardous Substance on or from the Premises, and Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge, or generation of any Hazardous Substances in, on, under, to, about, or from the Premises or any portion of the Premises.

(f) The representations, warranties and indemnification by Lessee contained in this paragraph 8 shall survive this Lease Agreement.

9. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
10. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within twenty (20) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof.
12. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
13. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
14. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

15. **INSURANCE.** Tenant will provide a certificate of insurance of a Commercial General Liability policy covering Tenant's use of the Premises with coverage of at least One Million Dollars (\$1,000,000.00) for the Term of this Lease Agreement.
16. **DEFAULT.** If Landlord determines that the Tenant is in default of this Agreement, Landlord may terminate Tenant's right to use and to occupy the Premises by providing Tenant with at least one (1) day written notice to vacate. To the fullest extent allowed by law, Tenant hereby waives all notice requirements under §24.005 of the Texas Property Code. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation imposed by this Agreement; (b) Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability.
17. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
18. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
19. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.
20. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement

nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

21. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
22. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
23. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural
24. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
25. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Jeff R. Branick  
County Judge  
1149 Pearl St., Fourth Floor  
Beaumont, TX 77701

If to Tenant to:

Reytec Construction Resources, Inc.  
1901 Hollister Street  
Houston, Texas 77080

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

LANDLORD:

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

As to Tenant, this 22<sup>nd</sup> day of JANUARY, 2018<sup>th</sup> AM

TENANT:

REYTEC CONSTRUCTION RESOURCES, INC.

By: Gregg T. Reyes

Printed Name & Title:

GREGG T. REYES, PRESIDENT

ATTACHMENT 'A'



feet  
meters

500

100

Google earth





# INSURANCE BINDER

DATE (MM/DD/YYYY)  
10/14/2013

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Adams Insurance Service P. O. Box 7011 Houston TX 77248-7011		COMPANY Travelers	BINDER # QT6007D73032TLC-13
PHONE (A/C, No, EXT): (713) 869-8346 CODE: 4231651 AGENCY CUSTOMER ID: 1949	FAX (A/C, No): (713) 869-9144 SUB CODE:	DATE EFFECTIVE TIME 10/16/2013 12:01 X AM PM	EXPIRATION TIME 10/16/2014 X 12:01 AM NOON
INSURED Reylec Construction Resources, Inc. 1901 Hollister Street Houston TX 77080-6803		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #	
		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) 1) 1901 Hollister, Houston, TX 2) 1901A Hollister, Houston, TX	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input checked="" type="checkbox"/> BROAD <input type="checkbox"/> SPEC	Building	1,000*	80	1,075,000
	BPP	1,000*	80	249,000
	Extra Expense	72 Hours		100,000
*Except \$25,000 Windstorm				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE		\$
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$
		PRODUCTS - COM/PROP AGG		\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES		ACTUAL CASH VALUE		\$
<input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL		STATED AMOUNT		\$
		OTHER		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		\$
		E L EACH ACCIDENT		\$
		E L DISEASE - EA EMPLOYEE		\$
		E L DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES Contractors Equipment - Owned \$6,130,282 / Leased & Rented \$350,000 Per Item / Misc Tools \$250,000 w/\$15,000 Max. value per item - \$1,000 Ded. except \$5,000 Theft Computer equip \$100,000 Hardware / \$50,000 Data & Media, \$1,000 Ded. except \$2,500 Breakdown		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
<input type="checkbox"/> LOSS PAYEE	
LOAN #	
AUTHORIZED REPRESENTATIVE 	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

# TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES  
COMMISSIONER

RECEIVED  
JAN 23 2014

January 14, 2014

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The Honorable Jeff Branick  
County Judge, County of Jefferson  
1149 Pearl St.  
Beaumont, TX 77701-3638

Re: TxCDBG Contract No. 713250

Dear Judge Branick:

Congratulations on your recent contract award under the Texas Community Development Block Grant Program (TxCDBG). Enclosed is an executed copy of the contract between county of Jefferson and the Texas Department of Agriculture (TDA).

All fiscal and administrative staff should be familiar with the budget categories and amounts. The program staff should be aware of the Performance Statement, and Project Implementation Schedule. Fiscal and program staff should be familiar with the Applicable laws and regulations. Copies of these exhibits should be distributed to appropriate staff members.

All contractor localities are encouraged to utilize minority and women-owned businesses in completing contract activities whenever possible. Although contractors are not directly responsible for meeting a specific goal, each year the U.S. Department of Housing and Urban Development establishes an overall minority business enterprise participation goal for the TxCDBG. The Texas Building and Procurement Commission (TBPC), through the Texas Historically Underutilized Business (HUB) Program, can provide you with a directory of minority and women-owned businesses located in your area. If you would like to purchase a directory, please contact the TBPC at HUB program at 512/463-5872. This cost is an eligible expense under the TxCDBG administration category. Contractors are encouraged to place the businesses located in your area on vendor mailing lists to increase minority and women-owned



business participation in the TxCDBG. Information regarding minority contracting is provided in Chapter 12 of the Project Implementation Manual.

Each local government expending \$500,000 or more in total federal or state funds during a fiscal year is required to submit two (2) copies of the Single Audit report to TDA. Federal regulations require that the audit be submitted to the TDA within thirty (30) days of receipt of the completed audit report, but no later than nine (9) months after the end of the audit period. All contractors are required to submit an audit certification form within sixty (60) days after the end of their fiscal year.

Should you have any questions or need additional information about the terms in this contract, please do not hesitate to contact, Kevin Smith, your Contract Specialist, at 512-936-6729 or [Kevin.Smith@TexasAgriculture.gov](mailto:Kevin.Smith@TexasAgriculture.gov).

Sincerely yours,



Veronica Sandoval  
TxCDBG Contract Technician

VS/VS/vs

cc: Contract File

Enclosures: Contract

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE  
AND  
THE COUNTY OF JEFFERSON  
CONTRACT NO. 713250  
FOR  
THE COMMUNITY DEVELOPMENT FUND**

**SECTION 1. PARTIES TO CONTRACT**

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Jefferson (herein referred to as the "Contractor"). The Department and the Contractor are collectively referred to hereinafter as the "Parties." The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

**SECTION 2. CONTRACT PERIOD**

This contract and agreement shall commence on November 12, 2013, and shall terminate on November 11, 2015, unless otherwise specifically provided by the terms of this contract.

**SECTION 3. PURPOSE**

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act."

The Contractor has submitted, and the Department has approved, Contractor's 2013-2014 application (herein referred to as the "Application") which will undertake community development activities (herein referred to as the "Project") and which is incorporated as part of this contract.

**SECTION 4. CONTRACTOR PERFORMANCE**

A. The Contractor shall conduct the Project in a non-entitlement area in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, the Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. The Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Budget, (Exhibit B); the Project Implementation Schedule (Exhibit C); the Special Conditions (Exhibit D); the Applicable Laws and Regulations (Exhibit E); the Certifications (Exhibit F); the assurances, certifications, and all other statements made by the Contractor in the Application; and with all other terms, provisions, and requirements set forth in this contract.

B. The Contractor shall ensure that the persons to benefit from the activities described in the Performance Statement are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to the Department. If the persons to benefit from the activities described in the Performance Statement are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs within the timeframe specified by the Department.

C. The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

## SECTION 5. DEPARTMENT OBLIGATIONS

### A. Payment for Allowable Costs

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section.

1. It is expressly understood and agreed by the Parties that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify the Contractor in writing within a reasonable time after such fact is determined. The Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid to the Contractor or is subject to payment to the Contractor, or has been reimbursed to the Contractor or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 7.A of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract.
5. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by the Contractor prior to this contract's execution date, if prior to the award the Contractor requested and received written approval from the Department, and the Contractor complied with all requirements for the release of such funds.
6. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

### B. Excess Payments

The Contractor shall refund to the Department any sum of money which has been paid to the Contractor by the Department which the Department determines has resulted in overpayment to the Contractor, or which the Department determines has not been spent by the Contractor in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Department within 30 calendar days after such refund is requested by the Department.

### C. Limit of Liability

Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

## SECTION 6. GENERAL CONDITIONS

### A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I - K. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract, including those specified in the Applicable Laws and Regulations attached to this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

### B. "Independent Contractor"

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

### C. Indemnification

The Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

### D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

### E. Changes and Amendments

1. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract or as otherwise provided in the TxCDBG Project Implementation Manual. Such amendments shall not invalidate this contract, nor relieve or release the Department or the Contractor from its obligations under this contract.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when

major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by the Contractor; and the assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

#### F. Remedies for Noncompliance

##### 1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if the Contractor materially fails to comply with any term of this contract, including but not limited to:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;
- (3) Failure to complete activities in accordance with the Project Implementation Schedule;
- (4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;
- (5) Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect; or
- (6) Misuse or improper use of funds provided under this contract.

b. Knowingly providing false or misleading information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, the Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by the Contractor. The Department may withhold payments to the Contractor until such time as the exact amount of damages due to the Department from the Contractor is agreed upon or is otherwise determined.

2. If the Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to the Contractor under this contract;
- b. Temporarily withhold cash payments pending correction of the deficiency by the Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the following table:

<u>Violation</u>	<u>Amount of Reduction</u>
▪ Acquisition	10%
▪ Environmental Clearance	15%
▪ Equal Employment Opportunity/Fair Housing	10%
▪ Labor Standards	15%
▪ Inaccurate or incomplete reporting	10%
○ Progress Reports	
○ Project Completion Report	
○ "Section 3" Reports	

4. Withholding of Payments. In addition to the limitations on liability otherwise specified in this contract, if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the

Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

5. Ineligibility Period

a. Delinquent audit. If the Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, the Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires the Contractor to repay funds to the Department as a result of the Contractor's noncompliance with contractual or TxCDBG program requirements and the Contractor fails to repay the funds by such date as specified by the Department, the Contractor shall be ineligible to receive any future TxCDBG grant funding until the Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give the Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate the contract or take other remedial action that may be legally available.

## SECTION 7. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

1. Uniform Administrative Requirements. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the requirements of 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as supplemented by the rules promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS").

2. Accounting Standards. The Contractor agrees to comply with 24 CFR 85.20-26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

3. Cost Principles. The Contractor shall comply with the requirements and standards of Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with OMB Circular A-87, as supplemented by UGCMS and this contract.

### B. Documentation and Record Keeping

1. Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 and 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records as required by 24 CFR 570.502;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

## 2. Audits & Inspections/Access to Records

a. The Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate their review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). The Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the audit requirements will constitute a violation of this contract and will result in the Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6.F.5 of this contract.

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

3. Records Retention. The Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained by 24 CFR 570.490 and 570.506, 24 CFR 85.42, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); or (ii) other record retention obligations specific to the Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in Section 7.B.3(i) until audit issues are resolved to the Department's satisfaction, the requirements of 24 CFR 570.487 and 570.488 are met, or the requirements of other applicable law or regulations are met. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. The Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. The Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. The Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days

after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that the Contractor has control over TxCDBG funds, including program income.

### C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, the Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by the Contractor shall comply with the requirements set forth at 24 CFR 570.489(e) and 570.504. By way of further limitations, the Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. The Contractor shall provide reports of program income to the Department with each payment request form submitted by the Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

#### 2. Payment Procedures

a. The Department shall pay to Contractor based upon information submitted by the Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor must submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, within nine (9) months of the contract start date and every nine (9) months thereafter. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the Parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. The Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. The Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (31 U.S.C. § 6101), as well as the reporting and submission requirements of HUD as prescribed by the Department.

The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

#### D. Procurement

Unless specified otherwise within this contract, the Contractor shall procure all materials, property, or services in accordance with: (1) current Department policy concerning procurements, (2) the requirements of 24 CFR Part 85, as modified by 24 CFR 570.502(a), (3) OMB Circular A-87, and (4) Chapter 252 or 262 of the Texas Local Government Code, as applicable. The Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, the Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

#### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.489(j), 570.502, 570.503(b)(7), and 570.504, as applicable, which include but are not limited to the following:

1. The Contractor shall transfer to the Department any TxCDBG funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation, or termination.
2. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this contract. If the Contractor fails to use TxCDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Contractor shall pay the Department an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-TxCDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Department. The Contractor may retain real property acquired or improved under this contract after the expiration of the five-year period.

### **SECTION 8. PERFORMANCE MONITORING**

A. The Department shall monitor the performance of the Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6.F of this contract, or the Department may withhold other pending grant awards.

B. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed to the Contractor, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within the timeframe specified by the Department after the receipt of notice by the Department that funds must be repaid.

### **SECTION 9. SUBCONTRACTS**

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

## B. Selection Process

1. The Contractor shall undertake to insure that all subcontracts let in the performance of this contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, shall be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. The Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

F. Bonding. The Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 24 CFR 85.36.

G. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

## SECTION 10. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Department for any money it has received from the Department for performance of the provisions of this contract, if the Department has suspended or terminated this contract for reasons enumerated in this Section.

## SECTION 11. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out the performance of any subcontract; and 2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by

the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

## SECTION 12. AUDIT

A. Notwithstanding the requirements in subsection B of this Section, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement must include information indicating whether the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report. If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including all contracts with the Department and other funding agencies). Failure by the Contractor to submit a complete ACF or a similar statement as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

B. If Contractor expends \$500,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, the Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

C. If the Contractor has a single audit performed, the Contractor shall submit to the Department:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department's Single Audit Report Submission Check List (See Audit Certification Form packet for check list); and
- One (1) copy of the CPA's Management Letter (if issued by CPA firm to Contractor), and Management's response to the Department.

The Contractor shall submit the audit package to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the Contractor's audit period (i.e., after the Contractor's fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit. Audits performed under subsection A of this Section are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted includes, either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone number, fax number, and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7.B.2 as the Department may require of the Contractor. The Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section.

## SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. The Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, the Contractor must comply with the requirements specified in 24 CFR 58.6.

The Contractor shall be responsible for ensuring compliance with all applicable requirements has been achieved; for issuing the public notification; for submitting the request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

### B. Limitations on Activities Pending Clearance

1. Neither the Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until the Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized the use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until the Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but the Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). The Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. The Contractor shall also comply with application requirements under 24 CFR 58.6.

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

## SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Performance Statement.

C. Prior to the programmatic closure of this contract, the Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by the Contractor under this Section, the Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in English and Spanish, if appropriate. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

## **SECTION 15. DEBARMENT**

A. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

B. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

## **SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

The Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) as amended; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*) as amended by the Fair Housing Amendments Act of 1988; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination

Act of 1975(42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259.

2. Nondiscrimination. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

3. Subcontract Provisions. The Contractor shall include the provisions of this Subsection 16.A, Civil Rights, in every subcontract or purchase order, specifically or by reference.

## B. Employment Restrictions

1. Prohibited Activity. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.

### 2. Labor Standards

a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. "Section 3" Clause

#### a. Compliance

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

(2) The Contractor shall comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.

(3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements

(regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.

(4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications. The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. Subcontracts. The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. Conflict of Interest. The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 85.36, 570.489(h), and 570.611, which include but are not limited to the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial

interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. The Contractor shall include these conflict of interest provisions in all subcontracts.

#### D. Lobbying

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

#### E. Religious Activities and Faith-Based Organizations

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this contract. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

2. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

### **SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT**

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

### **SECTION 18. EFFECTIVE DATE**

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

### **SECTION 19. WAIVER**

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**SECTION 20. ORAL AND WRITTEN AGREEMENTS**

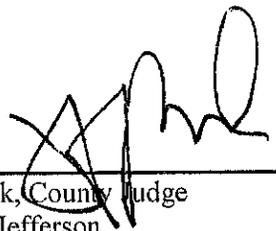
A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 4 of this contract:

- 1. Exhibit A, Performance Statement, 1 Page
- 2. Exhibit B, Budget, 1 Page
- 3. Exhibit C, Project Implementation Schedule, 1 Page
- 4. Exhibit D, Special Conditions, 2 Pages
- 5. Exhibit E, Applicable Laws and Regulations, 2 Pages
- 6. Exhibit F, Certifications, 2 Pages

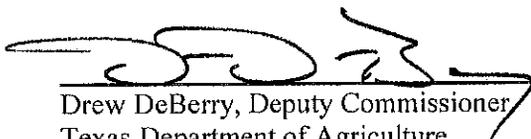
**SECTION 21. VENUE**

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:   
 \_\_\_\_\_  
 Jeff Branick, County Judge  
 County of Jefferson

12-02-2013  
 Date

Approved and accepted on behalf of the Texas Department of Agriculture.

  
 \_\_\_\_\_  
 Drew DeBerry, Deputy Commissioner  
 Texas Department of Agriculture

1-2-14  
 Date

**EXHIBIT A**  
**PERFORMANCE STATEMENT**  
**COUNTY OF JEFFERSON**

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

**CURRENT NEED**

Residents in the unincorporated community of Cheek, located in Jefferson County, do not have access to public sewer service and rely upon failing septic systems, resulting in a threat to public health.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

**ACTIVITIES**

**Sewer Improvements** Contractor shall provide first-time sewer access to residents in the unincorporated community of Cheek. Contractor shall install approximately eight thousand three hundred linear feet (8,300 l.f.) of six-inch (6") force main, approximately two hundred forty linear feet (240 l.f.) of bore, twelve (12) grinder pumps, valves, pavement and driveway repair, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Constructions shall take place on Boyt Road, from Landry Road to Mack Road.

These activities shall benefit thirty-nine (39) persons, of which twenty-one (21) persons or fifty-four percent (54%) are of low- to moderate-income.

**Engineering**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

**General Administration**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

**EXHIBIT B****BUDGET****COUNTY OF JEFFERSON**

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_S Sewer Improvements - Total	\$245,000	\$20,000	\$265,000
Sewer Improvements-Construction	\$209,000	\$20,000 <sup>1</sup>	\$229,000
Sewer Improvements-Engineering	\$36,000	\$0	\$36,000
21A General Program Administration - Total	\$30,000	\$7,500 <sup>1</sup>	\$37,500
<b>TOTALS</b>	<b>\$275,000</b>	<b>\$27,500</b>	<b>\$302,500</b>

Source of Other Funds:

1 – Jefferson County, In-kind

**EXHIBIT C**  
**PROJECT IMPLEMENTATION SCHEDULE**  
**COUNTY OF JEFFERSON**

CONTRACT START DATE  
November 12, 2013

CONTRACT END DATE  
November 11, 2015

**If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.**

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	1/12/2014
4-Month Conference Call / Meeting Completed <sup>(1)</sup>	Month 4	3/12/2014
Plans and Specifications Completed	Month 6	5/12/2014
Plans and Specifications Submitted for Approval (as required <sup>1</sup> )	Month 6	5/12/2014
Environmental Review Completed	Month 6	5/12/2014
Clearance of Pre-Construction Special Conditions	Month 8	7/12/2014
Wage Rate 10-Day Confirmation	Month 8	7/12/2014
Construction Contract Awarded & Executed	Month 9	8/12/2014
Construction - 50% TxCDBG project complete	Month 14	1/12/2015
Construction - 75% TxCDBG project complete	Month 17	4/12/2015
Construction - 90% TxCDBG project complete	Month 19	6/12/2015
Construction & Final Inspections Completed	Month 20	7/12/2015
End Date of Contract	Month 24	11/11/2015
Close-out documents submitted to Department (60 days after End Date)	Month 26	1/10/2016

<sup>(1)</sup> See TxCDBG Project Implementation Manual

**EXHIBIT D**  
**COMMUNITY DEVELOPMENT FUND**  
**SPECIAL CONDITIONS**  
**COUNTY OF JEFFERSON**

**A. Special Conditions for Release of Construction Funds**

Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the commencement date. In accordance with Section 6.F of the contract, the Department shall terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

**B. Other Special Conditions**

**1. Project Mapping/Design Information and Copyright**

a. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

- c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

## EXHIBIT E

### APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the HCD Act; the OMB Circulars and federal regulations specified in this contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

#### I. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B.

#### II. ENVIRONMENTAL LAW AND AUTHORITIES

A. The Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508

##### B. Historic Properties

1. The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2)
2. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921)
3. Federal historic preservation regulations as follows: 36 CFR part 800 with respect to HUD programs
4. The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1)

##### C. Floodplain management and wetland protection

1. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and Part 58, see §55.10 of this subtitle A)
2. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961)

D. Coastal Zone Management. The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d))

##### E. Sole source aquifers

1. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e))
2. Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149)

F. Endangered species. The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

G. Wild and scenic rivers. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

#### H. Air quality

1. The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d))
2. Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93)

#### I. Farmland protection

1. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202)
2. Farmland Protection Policy (Department of Agriculture-7 CFR part 658)

#### J. HUD environmental standards

1. Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)
2. It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
3. The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph (i)(2)(i) of this section.
4. Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

- K. Environmental justice. Executive Order 12898 of February 11, 1994 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629).

### III. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 *et seq.*), 24 CFR Part 42, and 24 CFR Section 570.606.

**EXHIBIT F**  
**CERTIFICATIONS**

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE COUNTY OF JEFFERSON, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NON-VIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

COUNTY OF JEFFERSON

CERTIFIES, TO THE BEST OF ITS 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 AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF 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 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.

**MEMORANDUM**

**To:** Loma George  
**From:** Cary Erickson, Director of Human Resources  
**Date:** January 21, 2014  
**Subject:** Agenda Item

Please add the following item to the agenda for Monday, January 27, 2013 under Human Resources:

Consider and possibly approve reorganization of the Beaumont Maintenance Department, which would result in an estimated annual budget savings of \$44,284.

Please call me if you have any questions.

/jh



# 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 27<sup>th</sup> day of January, 2014, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Resolution was adopted:

**WHEREAS, ROGERS SMITH JR.** has devoted 15 years of his life to the service of Jefferson County; and,

**WHEREAS, ROGERS SMITH JR.** has worked with County as a Utility Maintenance Worker in the Jefferson County Maintenance Department; and,

**WHEREAS,** known for his service to Jefferson County, **ROGERS SMITH JR.** served on the Emergency Response Team at the Jefferson County Courthouse as a 1<sup>st</sup> responder during emergency and disaster related events; and,

**WHEREAS,** known for his service to community of Jefferson County, **ROGERS SMITH JR.** has been a member and volunteer for the YMBL, Young Men's Business League for the past 15 years; and,

**WHEREAS,** known for good nature and friendliness, **ROGERS SMITH JR.** won the respect of his colleagues, elected officials and other county employees; and,

**WHEREAS,** after this distinguished career, **ROGERS SMITH JR.** has chosen to embark upon a much-deserved retirement; we are happy for him and he will be truly missed.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas joins his co-workers and does hereby honor and commend **ROGERS SMITH JR.** for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

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

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

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

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

**Special, January 27, 2014**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, January 27, 2014