

SPECIAL, 2/18/2014 1:30:00 PM

BE IT REMEMBERED that on February 18, 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
February 18, 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
February 18, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **18th** day of **February 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:

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for (RFP 13-027/KJS), Development Proposals for a Ford Park Convention Hotel and Water Park.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

2. Consider and possibly approve, execute, and receive and file a renewal for (IFB 12-036/JW), Term Contract for Inmate Clothing and Supplies for Jefferson County with Bob Barker Company, Inc., Charm-Tex, ICS Jail Supplies, Inc., Robinson Textiles, Shoe Corp of Birmingham, and Tabb Textile Co., Inc. for the first additional (1) one year renewal from March 10, 2014 to March 9, 2015. Proposed price increases for Tabb Textile Co., Inc. are shown on Attachment A. These price increases are due to increased production costs.

SEE ATTACHMENTS ON PAGES 8 - 18

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

3. Consider and possibly approve price increases and a price decrease for (IFB 09-119/KJS), Term Contract for Paper Stock & Envelopes for Jefferson County with Olmsted-Kirk Paper Company, as shown on Attachment B. The price increases are due to a recent increase in mill costs, and will become effective March 1, 2014.

SEE ATTACHMENTS ON PAGES 19 - 23

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 18, 2014

4. Consider and possibly approve a sole source exemption pursuant to Local Government Code 262.024 (7) (A) to purchase CocoBear product from Clarke Mosquito Control Products, Inc. for the Jefferson County Mosquito Control District.

SEE ATTACHMENTS ON PAGES 24 - 28

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

5. Receive and file Change Order # 3 for (IFB 13-007/JW), Bridge Replacement on Lawhon Road at Green Pond Gully with Tom-Mac, Inc. for an increase of \$1,815.00 to overrun the quantity of white reflective pavement markings (Item 666-2010) by 600 linear feet and yellow reflective pavement markings (Item 666-2103) by 5 linear feet, bringing the contract total up to \$625,470.20. The days of completion will not change.

SEE ATTACHMENTS ON PAGES 29 - 29

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

6. Amend award amount of (IFB 12-041/KJS), Re-bid Jefferson County WC&ID No. 10 Generator Building and Generator Receptacles at All Lift Stations from \$242,100.00 to \$242,144.00 which is the original bid amount.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

7. Receive and file Interlocal Agreement with GLO for natural gas at Al Price Facility.

SEE ATTACHMENTS ON PAGES 30 - 46

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

8. Regular County Bills - check #390288 through check #390583.

SEE ATTACHMENTS ON PAGES 47 - 56

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY CLERK:

9. Consider and possibly approve adopting a Central Counting Station for the March 4, 2014, Joint Primary Election to be located at 7963 Viterbo Rd., Beaumont, TX 77705, and appointing the following Central Counting Station personnel: Central Counting Station Manager: Dr. Bruce Drury, Tabulation Supervisor: Jeff Ross, Assistant Tabulation Supervisor: Paul Helegda

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

*Notice of Meeting and Agenda and Minutes
February 18, 2014*

11. Consider and possibly approve a Resolution regarding National IDD Awareness Month and receive a report from Spindletop Center.

SEE ATTACHMENTS ON PAGES 57 - 57

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

12. Consider and possibly approve a Proclamation for Charles Napoleon Charlton Day in Jefferson County.

SEE ATTACHMENTS ON PAGES 58 - 58

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Consider and possibly authorize the County Judge to execute a Notice of Termination for Travelers Casualty and Surety Company of America for the Right-of-Way Surety Bond for TransCanada Keystone Pipeline LP.

SEE ATTACHMENTS ON PAGES 59 - 63

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 64 - 69

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

HUMAN RESOURCES:

15. Consider and possibly approve, receive and file revisions to the Jefferson County Personnel Policies and Procedures Manual, Section 9 – Emergency Closing.

SEE ATTACHMENTS ON PAGES 70 - 73

Action: TABLED

RISK MANAGEMENT:

16. Approve, Receive and File Public Official's Bond for Terry Wuenschel, Interim Tax Assessor-Collector, effective February 3, 2014.

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

Other Business:

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

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

**Jeff R. Branick
County Judge**

ATTACHMENT A

(IFB 12-036/JW)

Term Contract for Inmate Clothing and Supplies for Jefferson County

Page 1 of 4

Proposed Price Increases

Item	Description	Robinson Textiles
1	Inmate Coveralls	Unit Price
	Coverall - Yellow, X-Sm	\$10.90
	Coverall - Yellow, Sm	\$10.90
	Coverall - Yellow, M	\$10.90
	Coverall - Yellow, L	\$11.90
	Coverall - Yellow, XL	\$11.90
	Coverall - Yellow, 1XL	\$11.90
	Coverall - Yellow, 2XL	\$11.90
	Coverall - Yellow, 3XL	\$11.90
	Coverall - Yellow, 4XL	\$11.90
	Coverall - Yellow, 5XL	\$12.40
	Coverall - Yellow, 6XL	\$12.90
	Coverall - Yellow, 7XL	\$14.50
	Coverall - Yellow, 8XL	\$14.50
	Coverall - Yellow, 9XL	\$14.50
	Coverall - Yellow, 10XL	\$14.50
	Coverall - Yellow, 11XL	\$16.00
	Coverall - Yellow, 12XL	\$17.00
	Coverall - Yellow, 13XL	\$18.00
	Coverall - Yellow, 14XL	\$19.00
	Coverall - Yellow, 15XL	\$20.00
	Coverall - Navy BI, X-Sm	\$9.75
	Coverall - Navy BI, Sm	\$9.75
	Coverall - Navy BI, M	\$9.75
	Coverall - Navy BI, L	\$10.90
	Coverall - Navy BI, XL	\$10.90
	Coverall - Navy BI, 1XL	\$10.90
	Coverall - Navy BI, 2XL	\$10.90
	Coverall - Navy BI, 3XL	\$10.90
	Coverall - Navy BI, 4XL	\$10.90
	Coverall - Navy BI, 5XL	\$11.40
	Coverall - Navy BI, 6XL	\$11.90

ATTACHMENT A (Continued)**(IFB 12-036/JW), Term Contract for Inmate Clothing and Supplies for Jefferson County****Proposed Price Increases**

Item	Description	Robinson Textiles
1	Inmate Coveralls	Unit Price
	Coverall - Navy Bl, 7XL	\$13.50
	Coverall - Navy Bl, 8XL	\$13.50
	Coverall - Navy Bl, 9XL	\$13.50
	Coverall - Navy Bl, 10XL	\$13.50
	Coverall - Navy Bl, 11XL	\$15.00
	Coverall - Navy Bl, 12XL	\$16.00
	Coverall - Navy Bl, 13XL	\$17.00
	Coverall - Navy Bl, 14XL	\$18.00
	Coverall - Navy Bl, 15XL	\$19.00
	Coverall - Orange, X-Sm	\$10.90
	Coverall - Orange, Sm	\$10.90
	Coverall - Orange, M	\$10.90
	Coverall - Orange, L	\$11.90
	Coverall - Orange, XL	\$11.90
	Coverall - Orange, 1XL	\$11.90
	Coverall - Orange, 2XL	\$11.90
	Coverall - Orange, 3XL	\$11.90
	Coverall - Orange, 4XL	\$11.90
	Coverall - Orange, 5XL	\$12.40
	Coverall - Orange, 6XL	\$12.90
	Coverall - Orange, 7XL	\$14.50
	Coverall - Orange, 8XL	\$14.50
	Coverall - Orange, 9XL	\$14.50
	Coverall - Orange, 10XL	\$14.50
	Coverall - Orange, 11XL	\$16.00
	Coverall - Orange, 12XL	\$17.00
	Coverall - Orange, 13XL	\$18.00
	Coverall - Orange, 14XL	\$19.00
	Coverall - Orange, 15XL	\$20.00
	Coverall - Red, X-Sm	\$10.90
	Coverall - Red, Sm	\$10.90
	Coverall - Red, M	\$10.90
	Coverall - Red, L	\$11.90
	Coverall - Red, XL	\$11.90
	Coverall - Red, 1XL	\$11.90
	Coverall - Red, 2XL	\$11.90

ATTACHMENT A (Continued)
(IFB 12-036/JW), Term Contract for Inmate Clothing and Supplies for Jefferson County
Proposed Price Increases

Item	Description	Robinson Textiles
1	Inmate Coveralls	Unit Price
	Coverall - Red, 3XL	\$11.90
	Coverall - Red, 4XL	\$11.90
	Coverall - Red, 5XL	\$12.40
	Coverall - Red, 6XL	\$12.90
	Coverall - Red, 7XL	\$14.50
	Coverall - Red, 8XL	\$14.50
	Coverall - Red, 9XL	\$14.50
	Coverall - Red, 10XL	\$14.50
	Coverall - Red, 11XL	\$16.00
	Coverall - Red, 12XL	\$17.00
	Coverall - Red, 13XL	\$18.00
	Coverall - Red, 14XL	\$19.00
	Coverall - Red, 15XL	\$20.00

Item	Description	Shoe Corp
2	Deck Shoe with Toecap	Unit Price (per pair)
	Navy Cruiser Shoes, Size 5	\$4.13
	Navy Cruiser Shoes, Size 6	\$4.13
	Navy Cruiser Shoes, Size 7	\$4.13
	Navy Cruiser Shoes, Size 8	\$4.13
	Navy Cruiser Shoes, Size 9	\$4.13
	Navy Cruiser Shoes, Size 10	\$4.13
	Navy Cruiser Shoes, Size 11	\$4.13
	Navy Cruiser Shoes, Size 12	\$4.13
	Navy Cruiser Shoes, Size 13	\$4.13
	Navy Cruiser Shoes, Size 14	\$4.13
	Navy Cruiser Shoes, Size 15	\$4.13

Item	Description	Bob Barker Company
3	Night Shirt - Female	Unit Price
	Nightshirt - S	\$4.88
	Nightshirt - M	\$4.88
	Nightshirt - L	\$4.88
	Nightshirt - 1XL	\$4.88

ATTACHMENT A (Continued)**(IFB 12-036/JW), Term Contract for Inmate Clothing and Supplies for Jefferson County
Proposed Price Increases**

Item	Description	Bob Barker Company
3	Night Shirt - Female	Unit Price
	Nightshirt - 2XL	\$4.88
	Nightshirt - 3XL	\$4.88
	Nightshirt - 4XL	\$4.88
	Nightshirt - 5XL	\$4.88
	Nightshirt - 6XL	\$4.88

Item	Description	ICS Jail Supplies
4	Mattress	\$34.38 Unit Price

Item	Description	ICS Jail Supplies
5	Mattress Cover	\$9.86 Unit Price

Item	Description	Tabb Textile	PROPOSED PRICE INCREASE
6	Inmate Blanket	\$5.70 Unit Price	\$5.80 Unit Price

Item	Description	Tabb Textile	PROPOSED PRICE INCREASE
7	Inmate Bath Towel	\$9.20 Unit Price (per dozen)	\$9.40 Unit Price (per dozen)

Item	Description	Charm-Tex
8	Laundry Bag	\$1.57 Unit Price

Bob Barker Company, Inc.
134 N Main Street
Fuquay-Varina, NC 27526
800-334-9880 phone (place orders/general questions)
888-772-0250 phone (bids/contracts) 800-322-7537 fax
Attn: Nenna L. Mann nennamann@bobbarker.com

Charm-Tex
1618 Coney Island Ave.
Brooklyn, NY 11230
718-252-8100 phone 718-258-8303 fax
Attn: Stan Danzger stan@charm-tex.com

ICS Jail Supplies, Inc.
P O Box 21056
Waco, TX 76702-1056
800-524-5427 phone 254-751-0299 fax
Attn: J. M. Bogan, III bids@icswaco.com

Robinson Textiles
152 W. Walnut St., Ste. 250
Gardena, CA 90248
800-421-5582 phone 800-370-7019 fax
Attn: Jennifer Kutsch robtexemail@aol.com

Shoe Corp of Birmingham
125-45th Place North
Birmingham, AL 35222
205-326-2800 phone 205-326-2808 fax
Attn: James F. Calhoun procurement@shoecorp.com

Tabb Textile Co., Inc.
511 Pleasant Drive
Opelika, AL 36801
334-745-6762 phone 334-745-2377 fax
Attn: Marsha Thrift tabb@textilegroup.net



P.O. Box 2707 * Opelika, AL 36803 * (334)745-6762 * (334)745-2377

February 12, 2014

Jamey West, Contract Specialist
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RE: Contract No. 12-036/JW
Inmate Clothing and Supplies

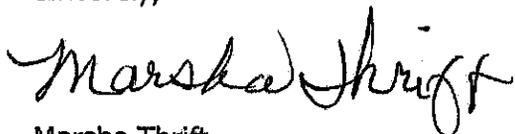
Ms. West,

Regarding the above referenced contract, I have attached our agreement to renew for an additional one (1) year period. However, we kindly request a small price adjustment as follows:

Item # 6, Inmate Blankets at \$5.70 each will go to \$5.80 each
Item #7, Inmate Bath Towels at \$9.20/dz will go to \$9.40/dz

We are requesting this price adjustment to cover our increased production costs.

Sincerely,



Marsha Thrift
Contract Administrator

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from March 10, 2014 to March 9, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Bob Barker Company, Inc.

Mama Mann
(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Charm-Tex for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from March 10, 2014 to March 9, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Charm-Tex



(Name)

Stan Danziger
VP of Sales

**CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY**

The County entered into a contract with ICS Jail Supplies, Inc., Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from March 10, 2014 to March 9, 2015.

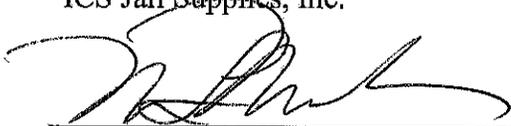
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
ICS Jail Supplies, Inc.



(Name)

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

(Signature)

FOR OFFICIAL USE ONLY

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Robinson Textiles for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from March 10, 2014 to March 9, 2015.

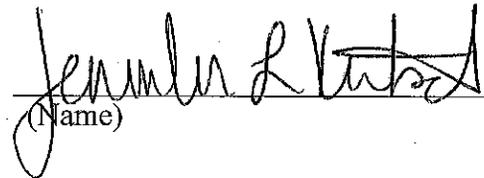
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Robinson Textiles



(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Shoe Corp of Birmingham for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from March 10, 2014 to March 9, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Shoe Corp of Birmingham



(Name)

CONTRACT RENEWAL FOR (IFB 12-036/JW)
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES
FOR JEFFERSON COUNTY

The County entered into a contract with Tabb Textile, Co., Inc. for one (1) year, from March 11, 2013 to March 10, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from March 10, 2014 to March 9, 2015.

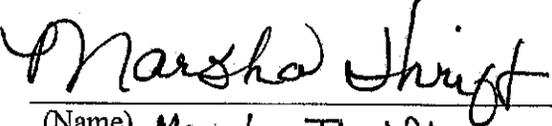
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Tabb Textile Co., Inc.



(Name) Marsha Thrift
Contract Administrator

ATTACHMENT B

(IFB 09-119/KJS)

Term Contract for Paper Stock & Envelopes for Jefferson County

Page 1 of 3

Proposed Price Increases

Item	Description	Manufacturer & Brand	Vendor	Unit Price Per M	PROPOSED PRICE INCREASES
Paper Stock					
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$6.42	\$6.76
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$6.88	\$7.22
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$8.73	\$9.16
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	Tidal	Olmsted-Kirk	\$13.72	\$14.41
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	Hammermill	Olmsted-Kirk	\$10.87	
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	Hammermill	Olmsted-Kirk	\$13.81	
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4	Fore MP	Olmsted-Kirk	\$8.46	\$9.00
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Fore MP	Olmsted-Kirk	\$11.37	\$12.06
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Fore MP	Olmsted-Kirk	\$8.46	\$9.00
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Fore MP	Olmsted-Kirk	\$11.37	\$12.06
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Royal Cotton	Olmsted-Kirk	\$17.84	\$18.20
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	Royal Cotton	Olmsted-Kirk	\$22.70	\$23.16

ATTACHMENT B (Continued)**(IFB 09-119/KJS)****Term Contract for Paper Stock & Envelopes for Jefferson County**

Page 2 of 3

					PROPOSED PRICE INCREASES
Card Stock					
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Springhill	Olmsted-Kirk	\$16.79	\$17.49
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Springhill	Olmsted-Kirk	\$17.76	\$18.46
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	Hammermill	Olmsted-Kirk	\$12.98	
16	8½x14 100 lb. manila Springhill tag	Springhill	Olmsted-Kirk	\$46.57	
17	8x8 110 lb. Springhill index white	Springhill	Olmsted-Kirk	\$27.36	
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11	Exact Ice	Olmsted-Kirk	\$11.12	
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	AstroBright	Olmsted-Kirk	\$16.17	
20	#80 8½x11 Classic Crest Avon Brilliant White	Classic Cres	Olmsted-Kirk	\$69.00	
21	#80 8½x11 Classic Crest Avon Ivory	Classic Cres	Olmsted-Kirk	\$69.00	
Envelopes					
22	24 lb. catalog envelopes 10"x13" white woven	OKCO	Olmsted-Kirk	\$67.35	\$70.25
23	28 lb. white catalog envelopes 9"x12"	OKCO	Olmsted-Kirk	\$60.22	\$64.15
24	15"x10" brown kraft gummed flap document env. 32#	OKCO #38	Olmsted-Kirk	\$220.00	
25	#9 window envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$18.93	
26	#9 regular envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$16.27	
27	#10 window env. – 24 lb. white wove (hard boxes)	OKCO	Olmsted-Kirk	\$18.93	
28	#10 regular env. – 24 lb. white wove (hard boxes)	OKCO	Olmsted-Kirk	\$16.27	
29	#11 window envelopes – 28 lb. white wove	OKCO	Olmsted-Kirk	\$42.79	
30	#11 regular envelopes – 28 lb. white wove	OKCO	Olmsted-Kirk	\$35.36	
31	#12 window envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$51.90	\$55.85
32	#12 regular envelopes – 24 lb. white wove	OKCO	Olmsted-Kirk	\$45.36	
33	#10 brown kraft envelopes – 28 lb.	OKCO	Olmsted-Kirk	\$58.75	
34	#12 brown kraft envelopes – 28 lb.	OKCO	Olmsted-Kirk	\$63.17	\$65.07

ATTACHMENT B (Continued)**(IFB 09-119/KJS)****Term Contract for Paper Stock & Envelopes for Jefferson County**

Page 3 of 3

					PROPOSED PRICE DECREASE
35	#14 brown kraft envelopes – 28 lb.	OKCO	Olmsted-Kirk	\$90.00	\$84.33
36	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Springhill	Olmsted-Kirk	\$31.61	
No Carbon Required Paper					PROPOSED PRICE INCREASES
37	8½x11 CFB white-black image long grain	Superior	Olmsted-Kirk	\$26.95	\$28.83
38	8½x14 CFB white-black image long grain	Superior	Olmsted-Kirk	\$34.24	\$36.64
39	8½x11 2-part black image carbonless reverse collated	Superior	Olmsted-Kirk	\$19.80	\$21.19
40	8½x11 Mead 3-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$22.25	\$23.81
41	8½x11 Mead 4-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$23.86	\$25.53
42	8½x11 Mead 5-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$24.50	\$26.22
43	8½x14 Mead 2-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$25.25	\$27.02
44	8½x14 Mead 3-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$28.33	\$30.31
45	8½x14 Mead 4-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$30.30	\$32.42
46	8½x14 Mead 5-part black image carbonless rev. coll.	Superior	Olmsted-Kirk	\$31.20	\$33.38
47a	8½x11 Astro Bright Cover and text	60T	Olmsted-Kirk	\$16.17	
47b	8½x11 Astro Bright Cover and text	65C	Olmsted-Kirk	\$32.02	
Specialty Paper					
48	14" Vital Records Bank Note Paper		Scott Merriman	\$750.00	
49	36 lb. Security Paper, 8½x11 Certified Birth Certificate		Scott Merriman	\$600.00	
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock		Scott Merriman	\$187.50	

Olmsted-Kirk Paper Co.9565 W. Wingfoot
Houston, TX 77041

Attn: Anne Wormall

Phone: 713-868-1531 Fax: 713-868-4218

Scott-Merriman, Inc.11212 Goodnight Lane, #200
Dallas, TX 75229

Attn: Jeff Biggs

Phone: 800-648-7022 Fax: 972-484-8908

Debbie Clark
 County of Jefferson
 1149 Pearl
 Beaumont, TX 77701

February 3, 2014

Dear Debbie,

Due to recent increases in mill costs, we will need to raise prices on these items we currently have on bid. These price changes will go into effect in March.

National Envelopes declared bankruptcy and was purchased by Cenvo. They discontinued a number of items and we will continue to look for other sources.

Items with a price change:

Item 1	8 ½ x 11 – 20# White Tidal Bond	6.76/m
Item 2	8 ½ x 11 – 20# White Tidal Bond 3 Hole	7.22/m
Item 3	8 ½ x 14 – 20# White Tidal Bond	9.16/m
Item 4	11 x 17 – 20# White Tidal Bond	14.41/m
Item 7	8 ½ x 11 – 20# Fore Bond Colors	9.00m
Item 8	8 ½ x 14 – 20# Fore Bond Colors	12.06/m
Item 9	8 ½ x 11 – 20# Fore Bond Colors	9.00m
Item 10	8 ½ x 14 – 20# Fore Bond Colors	12.06/m
Item 11	8 ½ x 11 – 20# White Atlas 25% Cotton Bond	18.20/m
Item 12	8 ½ x 14 – 20# White Atlas 25% Cotton Bond	23.16/m
Item 13	8 ½ x 11 – 67# White Springhill Vellum Bristol	17.49/m
Item 14	8 ½ x 11 – 67# Colors Springhill Vellum Bristol	18.46/m
Item 22	10 x 13 – 24# White Open End Catalog Envelopes	70.25/m
Item 23	9 x 12 – 24# White Open End Catalog Envelopes	64.15/m
Item 24	10 x 15 – 24# Brown Kraft Open End Catalog Envelopes	122.04/m
	Brown Kraft Booklets Discontinued	
	Looking for another manufacturer	
Item 31	#12 – 24# White OKCO Regular Envelopes	55.85/m
Item 34	#12 – 28# Brown Kraft Regular Envelopes	65.07/m
Item 35	#14 – 24# Brown Kraft Regular Envelopes	84.33/m

Item 37	8 ½ x 11 - 22# White CFB NCR Superier	28.83/m
Item 38	8 ½ x 14 - 22# White CFB NCR Superier	36.64/m
Item 39:	8 ½ x 11 - 2 Part NCR Superier	21.19/m
Item 40:	8 ½ x 11 - 3 Part NCR Superier	23.81/m
Item 41:	8 ½ x 11 - 4 Part NCR Superier	25.53/m
Item 42:	8 ½ x 11 - 5 Part NCR Superier	26.22/m
Item 43:	8 ½ x 14 - 2 Part NCR Superier	27.02/m
Item 44:	8 ½ x 14 - 3 Part NCR Superier	30.31/m
Item 45:	8 ½ x 14 - 4 Part NCR Superier	32.42/m
Item 46:	8 ½ x 14 - 5 Part NCR Superier	33.38/m

Please find enclosed a new price sheet.

Thank you,

Rick Foster
Olmsted - Kirk Paper



110 E. Irving Park Rd., 4th Floor
Roselle, Illinois 60172
630.894.2000 P
630.894.1774 F
www.clarke.com

February 4, 2014

Jefferson County Purchasing Department
Jamey West, Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Dear Mr. West:

Thank you for your interest in Clarke Mosquito Control Products. This letter is to confirm that Clarke Mosquito Control Products, Inc. is the sole registrant and manufacturer of CocoBear for mosquito control.

CocoBear is high performance larvicidal oil without heavy reliance on petroleum oil. As indicated on the enclosed sample label, the CocoBear formulation contains only 10% petroleum distillates.

Please let me know if I can help you with anything else.

Sincerely,

A handwritten signature in cursive script that reads "Brian Irby".

Brian Irby
Territory Manager
318-272-2874



110 E. Irving Park Rd., 4th Floor
P.O. Box 72197
Roselle, Illinois 60172
630.671.3120 P
630.894.1774 F
www.clarke.com

February 4, 2014

Jefferson County Purchasing Department
Jamey West, Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Dear Mr. West:

This letter is to confirm that Clarke Mosquito Control Products, Inc. has filed a patent application for CocoBear product. The patent application number is 20130052285. The status of the application is pending.

Please let me know if I can help you with anything else.

Sincerely,
Brian Irby

Territory Manager
318-272-2874



COCOBEAR™

Mosquito Larvicide Oil

Kills larvae and pupa stages of mosquitoes. Physical control of mosquito broods: kills by suffocation - mosquitoes do not develop resistance. Prevents mosquito emergence.

Standing water treatment. Use on: ponds, pools, ditches, standing water within irrigated croplands and pastures, flood waters, and other listed areas where mosquitoes develop.

ACTIVE INGREDIENT

Mineral Oil*	10.0%
OTHER INGREDIENTS	90.0%
TOTAL	100.0%

* Contains petroleum distillate

KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-214-7753 for emergency medical treatment information.

IF SWALLOWED:	Call a poison control center or doctor immediately for treatment advice. DO NOT induce vomiting unless told to do so by a poison control center or doctor. Do not give ANY liquid to the person. Do not give anything by mouth to an unconscious person.
----------------------	--

NOTICE TO PHYSICIANS: This product contains petroleum distillate and may pose an aspiration pneumonia hazard.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

Personal Protective Equipment (PPE): Mixers, loaders, applicators, and other handlers must wear long-sleeved shirt and long pants, and shoes plus socks.

User Safety Requirements: Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

Engineering Controls: Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(6)].

User Safety Recommendations: Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Users should remove PPE immediately after handling this product. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, except as directed for use on this label. Aquatic organisms may be killed in waters where this pesticide is used. Consult with the State or tribal agency with primary authority for regulating pesticides before applying this product to public waters to determine if a permit is needed.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact adults, children, or pets, either directly or through drift. Only protected handlers may be in the area during application.

This product may cause injury to plants in the treatment area. Stressed plants may be more susceptible.

COCOBEAR may only be used to control mosquito larvae and pupae. COCOBEAR leaves a thin film on the surface of treated, non-flowing water and kills mosquito larvae and pupae by suffocation. COCOBEAR kills immature mosquitoes where they develop.

This product may be used for surface applications to standing water within irrigated croplands and pastures, drainage areas, ditches, stagnant pools, swamps, marshes, temporary rain pools, sloughs, log ponds, open sewage basins, settling ponds, catch basins, waste tires and intermittently flooded areas.

Apply at uniform rates of 3 gallons per surface acre (for smaller areas, treat at 10 ounces per 1,000 sq. ft. or 1.5 quart per 5,000 sq. ft.). Where there is extremely dense vegetation or if the water to be treated is high in organic content, up to 5 gallons per acre (15 ounces per 1,000 sq. ft. or 2 quarts per 5,000 sq. ft.) may be used.

When applying by aerial application, adjust spray volume up to 5 gallons per acre dependent on vegetation and surface conditions. 3 gallons per acre (36 gallons per 100 ft swath mile) is likely to be sufficient for most conditions.

Spray Drift Management

A variety of factors including weather conditions (e.g. wind direction, wind speed, temperature, and relative humidity) and method of application (e.g. ground, aerial) can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

Wind Speed: Do not apply this product at wind speeds greater than 15 mph at the application site.

Droplet Size: Apply as a medium or coarser spray (ASABE Standard 572), and the minimum mean volume diameter (VMD) for spinning atomizer nozzles.

Temperature Inversions: If applying at wind speeds less than 3 mph, the applicator must determine if (a) conditions of temperature inversion exist, or (b) stable atmospheric conditions exist at or below nozzle height. Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Release Height for Ground Applications: Apply using a nozzle height of no more than 4 feet above the surface.

Aerial Applications: Applications must conform to the requirements indicated above regarding wind speed, droplet size, and temperature inversions and to the additional requirements listed below.

Release Height: Do not release spray at a height greater than 10 feet above the surface.

Boom Length: The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.

Swath Adjustment: When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for this displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind. Leave at least one swath unsprayed at the downwind edge of the treated area.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage and disposal.

PESTICIDE STORAGE: Store upright at room temperature. In case of spill or leakage, soak up with absorbent material such as sand, sawdust, earth, fuller's earth, etc.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL:

(REFILLABLE DRUMS & TOTES): Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning the container before refilling is the responsibility of the refiller. To clean the container before disposal, drain the container until it is empty. Add a minimum amount of clean water to allow recirculation through the pump, meter and hoses. A commercial tank-cleaning detergent may be used, if desired. Thoroughly drench the interior sides, ceiling, and floor of the container. Using a steam-cleaning process or a high-pressure/low-water process, clean sides, ceiling, and floor of container. Recirculate wash water through the pump, meter and hoses. Drain the tank. Dispose of wash water or rinsate with pesticide waste. Offer cleaned container for recycling, if available, or puncture and dispose of it in a sanitary landfill, or by other procedures approved by State and local authorities.

(2.5 GALLON JUGS): Nonrefillable container. Do not reuse or refill this container. When container is empty, drain it completely, then puncture and dispose of it in a sanitary landfill or by other procedures approved by State and local authorities.

MANUFACTURED FOR:
CLARKE MOSQUITO CONTROL PRODUCTS, INC.
159 N. GARDEN AVENUE
ROSELLE, ILLINOIS 60172

EPA REG. NO. 8329-93

Available Packaging: 2.5 GAL, 30 GAL, 55 GAL, 275 GAL, BULK

EPA EST. NO. _____

LOT NO: Marked on Container Label

COCOBEAR™ is a trademark of Clarke Mosquito Control Products, Inc.

NOTICE: To the extent consistent with applicable law, Clarke Mosquito Control Products, Inc. makes no warranty, express or implied, concerning the use of this product other than as indicated on the label. To the extent consistent with applicable law, buyer assumes all risk of use/handling of this material when use and/or handling is contrary to label instructions.



CocoBear™ Mosquito Larvicidal Oil

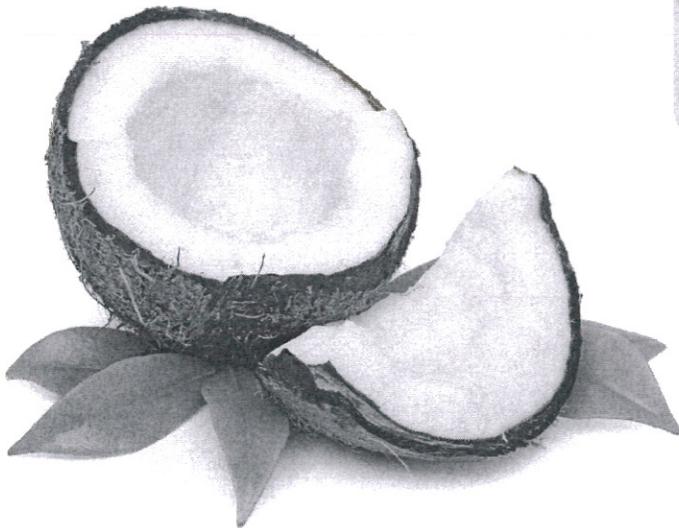
Larvicidal oils. They are one of the simplest mosquito control tools available . . . yet they are also the most overlooked. Effective, easy to use — they came into use in the 50s in the form of diesel fuel and kerosene. But with the introduction of CocoBear from Clarke, now you have a superior choice!

CocoBear, a patent pending formulation, was 3 years in development at Clarke. We were driven by the objectives of creating a consistent, high performance larvicidal oil option without heavy reliance on petroleum oil. The result: a formulation that reduced petroleum distillates from 98.7% to 10% compared to predecessor GoldenBear.

PRODUCT HIGHLIGHTS

Product Characteristics

- Spreads fast/very fast. Usual larvicidal oil wind caution
- Works well in cooler temps (compared to Golden Bear)
- In field trials, was showing 100% control inside of 2 hrs
- Odor: Light coconut & soap
- Non-flammable
- In three freeze/thaw tests did not crystallize or separate
- No settling or separation noticed in storage



Use areas:

- Marshes
- Swamps
- Temporary rain pools
- Sloughs
- Settling Ponds
- Drainage areas
- Ditches
- Stagnant pools
- Standing water on irrigated cropland

Rate

- 3 - 5 gals/ac

NOTES: As with some of the other larvicidal oils, need to be cautious to not get drift on desirable vegetation as leaf burning / discoloration has been observed in some trials.

Application equipment should have nylon or Viton seals as product may not be compatible with natural or nitrile rubber, neoprene or Tygon. May also react with brass, bronze, copper, lead, tin or zinc. So stainless steel, aluminum or carbon steel spray tips / tanks recommended.

GLOBAL HEADQUARTERS

110 E. Irving Park Road, 4th Floor, Roselle, IL 60172

Phone: +1.630.894.2000 Fax: +1.630.894.1774

www.clarke.com

PO# 056546

Change Order

No. 3

Date of Issuance: <u>2-3-14</u>	Effective Date: <u>2-3-14</u>
Project: <u>Bridge Replacement on Lawton Rd at Green Pond Gulley</u>	Owner: <u>Jefferson County</u>
Contract:	Owner's Contract No.: <u>IFB 13-007/JW</u>
Contractor: <u>Tom-Mac, Inc.</u>	Date of Contract: <u>6-4-13</u>
	Engineer's Project No.:

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

Description: To overrun the quantity for item 666-2010 Refl Pav Mark Ty I (W) 4" (Std) (060)

Mil by 600 LF and Item 666-2403 Refl Pav Mark Ty I (Y) 4" (Brk) (060) Mil by 5 LF for a total

Increase of \$1,815.00 with no change in Contract Time.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$591,837.20</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : <u>\$31,818.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: <u>\$623,655.20</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: <u>\$1,815.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: <u>\$625,470.20</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

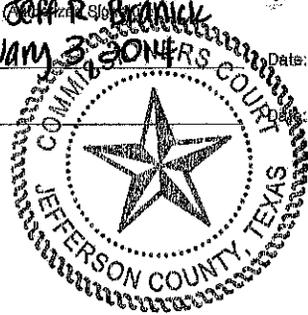
Jefferson County Drainage District No. 6

RECOMMENDED:
By: [Signature]
DD 6 Joshua W. Allen, Sr.
Date: _____

ACCEPTED: Jefferson County
By: [Signature]
Date: February 3, 2014

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 1-27-14

Approved by Funding Agency (if applicable): _____



ATTEST
DATE

[Signature]
Deputy

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 5, 2014

Patrick Swain
Auditor's Office
Jefferson County, Texas
1149 Pearl St. 7th Floor
Beaumont, TX 77701

Dear Mr. Swain:

For your files, enclosed is one fully executed Interlocal Cooperation Contract with the Texas General Land Office. We look forward to working with you.

If you have any questions, please contact me at 512.463.5327 or via electronic mail at brenda.rivera@glo.texas.gov.

Sincerely,

Brenda Rivera
Contract Manager

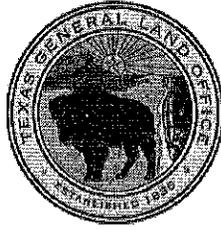
Enclosure

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us



**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.

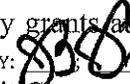
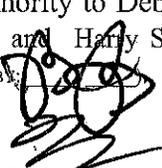
3.05 Future Month Quantity Amendments: In accordance with Section 3.10, volume(s) of natural gas designated to be purchased at the Index Gas Price on the most recent Exhibit B may be amended by execution of Exhibit C (Confirmation Of Amendments to Scheduled Gas Volumes) and attaching a revised Exhibit 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 Holly 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 25th 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

For Scheduling
Attn: Jennie Weidler

Jefferson County, Texas
Jefferson County, Texas
1149 Pearl, 7th 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

For Scheduling
Attn: Harry Schoppe

512/475-1462
jennie.weidler@glo.texas.gov

409/835-8500
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
 Harry Schoppe (Alternate)
 409/839-2369 Fax
hschoppe@co.jefferson.tx.us

For Payment By Wire

ABA # 114900164
 Acct # 463600305

For Payment By Check

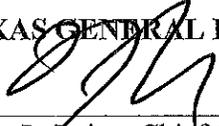
Texas General Land Office
 Attn: SEMP
 P.O. Box 12873
 Austin, TX 78711-2873

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

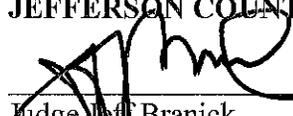


Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 2/3/14

S.A. mb
Div. SAK
A.G.C. [Signature]
G.C. [Signature]

JEFFERSON COUNTY, TEXAS



Judge Jeff Branick
County Judge

Date of execution: 1/27/2014

2014
1
2
3
4
5
6
7
8
9
10
11
12

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, 7th 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: 1-27-2014

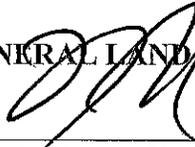
GENERAL LAND OFFICE

 Larry L. Laine, Chief Clerk,
 Deputy Land Commissioner
 DATE: 2/3/14

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

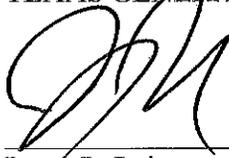
Limited Agency Authorization
 GLO Contract No. 14-249-000-8348

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.

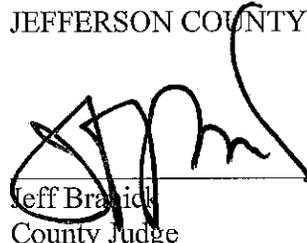
TEXAS GENERAL LAND OFFICE



Larry L. Laine
 Chief Clerk/Deputy Land Commissioner

Date of execution: 2/3/14

JEFFERSON COUNTY, TEXAS



Jeff Brantley
 County Judge

Date of execution: 1-27-2014

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	203.50	390429	
WARREN'S DO-NUTS	84.46	390484	287.96**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	383.31	390335	
ENTERGY	1,152.43	390359	
M&D SUPPLY	39.98	390383	
PHILPOTT MOTORS, INC.	467.43	390398	
SMART'S TRUCK & TRAILER, INC.	313.78	390411	
TEXAS ASSN. OF COUNTIES	230.00	390422	
EDDIE ARNOLD	585.58	390479	3,172.51**
ROAD & BRIDGE PCT.#2			
ENTERGY	604.64	390359	
AT&T	88.17	390414	
WHITE TIRE	737.32	390432	1,430.13**
ROAD & BRIDGE PCT. # 3			
A&B OUTDOOR EQUIPMENT	51.98	390317	
CITY OF PORT ARTHUR - WATER DEPT.	21.47	390339	
MUNRO'S	22.45	390389	
OFFICE DEPOT	26.88	390395	
PHILPOTT MOTORS, INC.	122.19	390398	
SMART'S TRUCK & TRAILER, INC.	279.14	390411	
WEAVER, FALGOUT, & CARRUTH, INC.	330.72	390431	
AUTO ZONE	17.44	390435	
HOWARD'S AUTO SUPPLY	177.71	390443	
LOWE'S HOME CENTERS, INC.	47.92	390462	1,097.90**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	89.90	390318	
APAC, INC. - TROTTI & THOMSOM	193.67	390325	
COASTAL WELDING SUPPLY	49.75	390341	
CRABTREE BARRICADE SYSTEMS, INC.	64.90	390345	
CASH ADVANCE ACCOUNT	471.75	390375	
M&D SUPPLY	110.58	390383	
MUNRO'S	65.40	390389	
NAPA AUTO PARTS	25.95	390390	
SANITARY SUPPLY, INC.	49.24	390408	
SMART'S TRUCK & TRAILER, INC.	27.68	390411	
AT&T	72.98	390414	
UNITED STATES POSTAL SERVICE	5.91	390455	
ON TIME TIRE	184.97	390545	1,412.68**
ENGINEERING FUND			
TACERA	75.00	390423	
TACERA	75.00	390424	
VERIZON WIRELESS	305.75	390452	455.75**
PARKS & RECREATION			
ALL STAR PLUMBING	148.75	390322	
ENTERGY	1,141.72	390359	
PARKER LUMBER	114.00	390520	1,404.47**
GENERAL FUND			
MOTIVA ENTERPRISES LLC	7,382,303.19	390507	7,382,303.19*
TAX OFFICE			
OFFICE DEPOT	789.53	390395	
ACE IMAGEWEAR	20.69	390410	
SOUTHEAST TEXAS WATER	107.45	390413	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2,179.81	390455	
UNITED STATES POSTAL SERVICE	94.03	390456	
ROCHESTER ARMORED CAR CO INC	352.00	390521	3,543.51*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	80.00	390330	
UNITED STATES POSTAL SERVICE	1.22	390455	81.22*
AUDITOR'S OFFICE			
FED EX	30.75	390353	
UNITED STATES POSTAL SERVICE	8.72	390455	39.47*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	4.00	390380	
OFFICE DEPOT	495.10	390395	
XEROX CORPORATION	2,875.71	390433	
UNITED STATES POSTAL SERVICE	378.99	390455	
UNITED STATES POSTAL SERVICE	68.62	390456	
BAY TECH LABEL, INC.	2,541.30	390470	6,363.72*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	276.64	390349	
CATHERINE BRUNEY	500.00	390368	
KEVIN PAULA SEKALY PC	500.00	390409	
UNITED STATES POSTAL SERVICE	1.60	390455	
GRACE NICHOLS	500.00	390506	
KOBY HOFFPAUIR	500.00	390530	2,278.24*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.10	390455	2.10*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	205.03	390455	
LEXISNEXIS- ACCURINT	120.00	390513	325.03*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,085.83	390396	1,085.83*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	954.45	390349	
UNITED STATES POSTAL SERVICE	.81	390455	955.26*
GENERAL SERVICES			
JEFFERSON CTY. TAX DEPARTMENT	100.00	390373	
OLMSTED-KIRK PAPER	321.00	390396	
TEXAS ASSN. OF COUNTIES - TAC	3,092.50	390421	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	390425	
TRI-CITY COFFEE SERVICE	153.60	390429	
INTERFACE EAP	1,691.25	390436	
TEXAS COFFEE COMPANY	80.16	390444	
VERIZON WIRELESS	303.92	390449	
TOWER COMMUNICATIONS, INC.	2,435.00	390453	
LEXISNEXIS- ACCURINT	120.00	390513	
JOHN PAUL'S	109.35	390516	
SAM'S CLUB DIRECT	28.62	390551	
DYNAMEX INC	448.20	390572	11,583.60*
DATA PROCESSING			
LEXISNEXIS- ACCURINT	240.00	390513	240.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	213.66	390455	213.66*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
THE EXAMINER	50.00	390352	
HART INTER CIVIC	385.00	390364	
OFFICE DEPOT	714.59	390395	
CDW COMPUTER CENTERS, INC.	93.16	390445	
VERIZON WIRELESS	1,525.52	390449	
UNITED STATES POSTAL SERVICE	465.71	390455	
ABSOLUTE PRINT SOLUTIONS	2,045.54	390543	
ABSOLUTE PRINT SOLUTIONS	197.56	390544	
			5,477.08*
DISTRICT ATTORNEY			
JOHN NELSON	160.58	390392	
UNITED STATES POSTAL SERVICE	273.40	390455	
UNITED STATES POSTAL SERVICE	3.17	390456	
LEXISNEXIS- ACCURINT	480.00	390513	
FILE & SERVE XPRESS LLC	120.00	390556	
			1,037.15*
DISTRICT CLERK			
MANNINGS SCHOOL SUPPLY	39.94	390385	
UNITED STATES POSTAL SERVICE	112.31	390455	
			152.25*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK, P.C.	650.00	390333	
DONALD W. DUESLER & ASSOC.	8,334.00	390348	
EDWARD B. GRIPON, M.D., P.A.	1,785.00	390357	
TERRENCE HOLMES	1,400.00	390367	
NATHAN REYNOLDS, JR.	800.00	390404	
BRUCE N. SMITH	1,300.00	390412	
TEXAS ASSN. FOR COURT ADMINISTRATIO	150.00	390417	
UNITED STATES POSTAL SERVICE	2.25	390455	
LANGSTON ADAMS	800.00	390469	
JAMES R. MAKIN, P.C.	5,807.47	390528	
ALEX BILL III	800.00	390529	
C. HADEN CRIBBS JR., PC	8,334.00	390540	
			30,162.72*
58TH DISTRICT COURT			
OFFICE DEPOT	72.58	390395	
UNITED STATES POSTAL SERVICE	.41	390455	
			72.99*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.29	390455	
			1.29*
252ND DISTRICT COURT			
GAYLYN COOPER	500.00	390321	
DAVID W BARLOW	1,500.00	390329	
LINDA C. CANSLER	2,200.00	390334	
BRUCE W. COBB	750.00	390342	
TRAVIS EVANS	800.00	390351	
EDWARD B. GRIPON, M.D., P.A.	1,590.00	390357	
RIFE KIMLER, LAW OFFICE OF	700.00	390378	
MIKE LAIRD, ATTORNEY AT LAW	800.00	390381	
JOHN E. MACEY	2,000.00	390384	
OFFICE DEPOT	147.26	390395	
BRUCE N. SMITH	1,100.00	390412	
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	390426	
BRACK JONES JR.	8,333.33	390438	
RONALD E. LANIER	600.00	390440	
UNITED STATES POSTAL SERVICE	288.72	390455	
SHEIGH SUMMERLIN	8,333.33	390488	
RYAN L MATUSKA	1,600.00	390499	
JASON ROBERT NICKS	600.00	390517	
JAMES R. MAKIN, P.C.	6,734.89	390528	
STEVEN GREENE	315.05	390566	
			38,952.58*
279TH DISTRICT COURT			
PHILLIP DOWDEN	75.00	390323	
ANITA F. PROVO	487.50	390401	

NAME	AMOUNT	CHECK NO.	TOTAL
CHARLES ROJAS	400.00	390446	
UNITED STATES POSTAL SERVICE	.41	390455	
KIMBERLY PHELAN, P.C.	375.00	390487	
RYAN L MATUSKA	885.00	390499	
JONATHAN L. STOVALL	950.00	390524	
STEFANIE L. ADAMS, ATTORNEY AT LAW	650.00	390525	
GORDON D. FRIESZ	500.00	390531	
THE DAWS LAW FIRM PLLC	500.00	390577	
317TH DISTRICT COURT			4,822.91*
UNITED STATES POSTAL SERVICE	3.25	390455	
JUDY PAASCH	2,233.33	390478	
JUSTICE COURT-PCT 1 PL 1			2,236.58*
UNITED STATES POSTAL SERVICE	25.35	390455	
LEXISNEXIS- ACCURINT	120.00	390513	
JUSTICE COURT-PCT 1 PL 2			145.35*
UNITED STATES POSTAL SERVICE	4.06	390455	
LEXISNEXIS- ACCURINT	120.00	390513	
JUSTICE COURT-PCT 2			124.06*
LEXISNEXIS- ACCURINT	120.00	390513	
JUSTICE COURT-PCT 4			120.00*
AT&T	72.98	390414	
LEXISNEXIS- ACCURINT	120.00	390513	
JUSTICE COURT-PCT 6			192.98*
REFLECTIONS	77.00	390447	
UNITED STATES POSTAL SERVICE	64.45	390455	
LEXISNEXIS- ACCURINT	120.00	390513	
JUSTICE COURT-PCT 7			261.45*
BETTER BUSINESS BUREAU	80.00	390459	
JPCA OF TEXAS, INC.	165.00	390466	
LEXISNEXIS- ACCURINT	120.00	390513	
JUSTICE OF PEACE PCT. 8			365.00*
UNITED STATES POSTAL SERVICE	337.43	390456	
LEXISNEXIS- ACCURINT	120.00	390513	
COUNTY COURT AT LAW NO.1			457.43*
UNITED STATES POSTAL SERVICE	.41	390455	
LEXIS-NEXIS	43.00	390457	
COUNTY COURT AT LAW NO. 2			43.41*
MIKE CICHOWSKI	250.00	390336	
LAIRO DOWDEN, JR.	350.00	390347	
TRAVIS EVANS	300.00	390351	
NATHAN REYNOLDS, JR.	250.00	390404	
UNITED STATES POSTAL SERVICE	22.99	390455	
LEXISNEXIS- ACCURINT	60.00	390513	
THE PARKER LAW FIRM	300.00	390515	
COUNTY COURT AT LAW NO. 3			1,532.99*
CHARLES ROJAS	250.00	390446	
UNITED STATES POSTAL SERVICE	26.80	390455	
LEXISNEXIS- ACCURINT	60.00	390513	
COURT MASTER			336.80*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.81	390455	2.81*
MEDIATION CENTER			
TEXAS DRC DIRECTOR'S COUNCIL	100.00	390320	
UNITED STATES POSTAL SERVICE	5.68	390455	105.68*
SHERIFF'S DEPARTMENT			
GUARDIAN FORCE	108.00	390319	
CLASSIC TINT	495.00	390324	
BUILDING SPECIALTIES	40.96	390332	
CITY OF NEDERLAND	61.10	390340	
EQUINE MEDICINE & SURGERY	28.00	390350	
GT DISTRIBUTORS, INC.	1,408.32	390354	
W.W. GRAINGER, INC.	195.96	390356	
ENTERGY	1,058.04	390359	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,835.00	390370	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,230.00	390371	
CASH ADVANCE ACCOUNT	1,631.20	390375	
KAY ELECTRONICS, INC.	393.00	390377	
OFFICE DEPOT	148.48	390395	
PUBLIC AGENCY TRAINING COUNCIL	425.00	390403	
AT&T	117.76	390414	
TTPOA	400.00	390420	
WASTE MGT. GOLDEN TRIANGLE, INC.	72.11	390430	
KEESHA GUILLORY	300.00	390441	
UNITED STATES POSTAL SERVICE	1,625.48	390455	
SHI GOVERNMENT SOLUTIONS, INC.	2,418.00	390458	
BEAUMONT OCCUPATIONAL SERVICE, INC.	179.10	390460	
FIVE STAR FEED	45.50	390473	
CODE BLUE	618.40	390475	
SNAP-ON-TOOLS	69.25	390502	
RITA HURT	275.00	390538	
THOMSON REUTERS-WEST	742.68	390561	16,921.34*
CRIME LABORATORY			
GUARDIAN FORCE	153.00	390319	
IACT	300.00	390369	
OFFICE DEPOT	77.93	390395	
SWAFS	240.00	390406	
SOUTHEAST TEXAS WATER	79.90	390413	850.83*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	390338	
HERTZ CORPORATION	119.79	390366	
JACK BROOKS REGIONAL AIRPORT	2,690.41	390374	
AT&T	1,352.36	390414	
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	390430	
TEXAS GAS SERVICE	730.40	390472	
INTERCONTINENTAL JET CORP	818.05	390480	
WORLD FUEL SERVICES	744.00	390511	
CONSTELLATION NEWENERGY - GAS DIVIS	5,755.88	390557	
KROPP HOLDINGS INC	1,351.91	390563	13,709.30*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	300.50	390375	
OFFICE DEPOT	803.85	390395	
UNITED STATES POSTAL SERVICE	18.60	390455	
SHANNA CITIZEN	94.64	390467	
LATASHA DILL	165.16	390486	1,382.75*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	1,478.40	390322	
OFFICE DEPOT	183.23	390395	
OAK FARM DAIRY	208.83	390439	
FLOWERS FOODS	82.53	390474	
VANSHECA SANDERS-CHEVIS	900.00	390498	
BROTHERS PRODUCE	133.60	390537	2,986.59*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,671.83	390375	
UNITED STATES POSTAL SERVICE	77.05	390455	
LEXISNEXIS- ACCURINT	120.00	390513	1,868.88*
CONSTABLE-PCT 2			
PHILPOTT MOTORS, INC.	2,961.06	390398	
LEXISNEXIS- ACCURINT	120.00	390513	3,081.06*
CONSTABLE-PCT 4			
OFFICE DEPOT	704.70	390395	
AT&T	36.49	390414	
LEXISNEXIS- ACCURINT	120.00	390513	861.19*
CONSTABLE-PCT 6			
FRED PRYOR SEMINARS & CAREER TRACK	50.00	390402	
UNITED STATES POSTAL SERVICE	20.53	390455	
LEXISNEXIS- ACCURINT	120.00	390513	190.53*
CONSTABLE PCT. 7			
CASH ADVANCE ACCOUNT	680.44	390375	
CDW COMPUTER CENTERS, INC.	420.97	390445	
LEXISNEXIS- ACCURINT	120.00	390513	1,221.41*
CONSTABLE PCT. 8			
PHILPOTT MOTORS, INC.	264.60	390398	
LEXISNEXIS- ACCURINT	120.00	390513	384.60*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	8,833.33	390328	8,833.33*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	106.47	390395	
UNITED STATES POSTAL SERVICE	1.62	390455	
BARBARA EVANS	86.24	390504	
AMERICAN ASSOC OF FAMILY AND	195.00	390541	
M J EBELING	53.20	390555	442.53*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	390331	
ENTERGY	69.47	390362	
JOURNAL WATCH, INC.	84.50	390376	
OAKSTONE WELLNESS TOPHEALTH	113.94	390427	
UNITED STATES POSTAL SERVICE	94.84	390455	
LEXIS-NEXIS	53.44	390457	
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	390465	
CENTERPOINT ENERGY RESOURCES CORP	51.76	390482	
LEXISNEXIS- ACCURINT	120.00	390513	
NOVARTIS VACCINES AND DIAGNOSTICS	2,078.16	390554	4,266.11*
HEALTH AND WELFARE NO. 2			
O.W. COLLINS APARTMENTS	372.89	390343	
HANNAH FUNERAL HOME, INC.	1,500.00	390363	
JOURNAL WATCH, INC.	84.50	390376	
OFFICE DEPOT	427.97	390395	
OAKSTONE WELLNESS TOPHEALTH	113.94	390427	
UNITED STATES POSTAL SERVICE	344.31	390456	
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	390465	
LEXISNEXIS- ACCURINT	120.00	390513	
J J KELLER	21.65	390578	3,085.26*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	553.74	390399	553.74*
CHILD WELFARE UNIT			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	642.60	390460	
KEYANA HAILEY PAYEE	20.00	390471	
TYMIR WILSON PAYEE	20.00	390492	
CHUMARI WILSON PAYEE	20.00	390494	
TAYLOR SAVOY PAYEE	20.00	390496	
TYLER SAVOY PAYEE	20.00	390497	
DEVIN KASPAR	20.00	390500	
J'LYNN HENDRIX	20.00	390508	
SIDNEY SCYPION	20.00	390514	
JAYLISHA ARDOIN	20.00	390519	
DIAMOND DELFIERRO PAYEE	20.00	390526	
TALON BORDELON	15.00	390527	
KRISTIN SIMONS PAYEE	20.00	390532	
ANTHONY DISOMBA PAYEE	20.00	390533	
AARON VINSON	20.00	390534	
CONNOR BELDEN	20.00	390535	
WILLIAM GILBERT	20.00	390536	
ALYJAH HALEY	20.00	390539	
RHONDA PRUDHOMME	20.00	390542	
BETTY PRICE	20.00	390546	
LAFRONIA BATISTE	20.00	390547	
TOKEBA HUGHEY PAYEE	20.00	390548	
DE'ANDRE HUGHEY	50.00	390549	
MENOSHA MILES PAYEE	20.00	390552	
ROBIN FRANK PAYEE	20.00	390553	
ARIANNA HALEY	20.00	390558	
QUINN DIXON PAYEE	20.00	390559	
DUNN HILL JULLIAN	20.00	390560	
ERNESTO MIRANDA PAYEE	50.00	390564	
DAISY MIRELES PAYEE	20.00	390565	
LUCHIANO RICHARD	50.00	390568	
T-KEYAH RICHARD	20.00	390569	
DESIREE WILLIAMS PAYEE	20.00	390570	
TAMIA GOODMAN PAYEE	20.00	390574	
ALYIAHA K ROBINSON	30.00	390580	
ABBIE BLANDFORD	50.00	390581	
URANIUS THOMAS	20.00	390582	
ZOE M MARSIGLIA	15.00	390583	
INDIGENT MEDICAL SERVICES			1,502.60*
CONN'S APPLIANCES & PART	379.96	390344	
CARDINAL HEALTH 110 INC	10,927.85	390562	
MAINTENANCE-BEAUMONT			11,307.81*
AAA LOCK & SAFE	65.00	390316	
CINTAS, INC.	406.08	390337	
ENTERGY	2,705.55	390359	
M&D SUPPLY	338.36	390383	
MAINTENANCE-PORT ARTHUR			3,514.99*
ENTERGY	4,203.21	390359	
MAINTENANCE-MID COUNTY			4,203.21*
ENTERGY	2,908.82	390359	
HIGHTECH SIGNS	300.00	390495	
SERVICE CENTER			3,208.82*
KINSEL FORD, INC.	155.42	390379	
PHILPOTT MOTORS, INC.	72.76	390398	
AT&T	29.39	390414	
TRI-CON, INC.	4,596.14	390428	
FIRST CALL	9.70	390468	
BUMPER TO BUMPER	96.24	390477	
VETERANS SERVICE			4,959.65*
HERNANDEZ OFFICE SUPPLY, INC.	37.84	390365	
OFFICE DEPOT	183.88	390395	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	23.58	390456	
			245.30*
			7,585,200.17**
MOSQUITO CONTROL FUND			
ENTERGY	800.75	390359	
JACK BROOKS REGIONAL AIRPORT	68.00	390374	
MUNRO'S	206.70	390389	
GULF COAST AVIONICS CORPORATION	106.00	390442	
MCFARLANE AVIATION INC	575.47	390501	
			1,756.92**
BREATH ALCOHOL TESTING			
IACT	600.00	390369	
			600.00**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	199.25	390460	
			199.25**
LAW LIBRARY FUND			
STATE BAR OF TEXAS	125.00	390415	
LEXISNEXIS MATTHEW BENDER	1,844.78	390463	
THOMSON REUTERS-WEST	7,219.18	390561	
			9,188.96**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	58.92	390450	
			58.92**
GRT N MENTAL HEALTH SVCS			
CORNELL ABRAXAS GROUP, INC.	4,591.41	390461	
			4,591.41**
JUVENILE TJPC-A-2014-123			
PEGASUS SCHOOL	4,591.41	390397	
HAYS COUNTY	4,340.00	390434	
BI INCORPORATED	584.00	390448	
KESHA NIXON	143.92	390493	
LATONYA DOUCET	98.56	390503	
WHITNEY SONNIER	190.96	390573	
			9,948.85**
JUVENILE PROB & DET. FUND			
HAYS COUNTY	9,100.00	390434	
			9,100.00**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	947.79	390372	
CASH ADVANCE ACCOUNT	3,671.35	390375	
SAM HOUSTON STATE UNIVERSITY	555.00	390407	
TIME WARNER COMMUNICATIONS	77.21	390419	
UNITED STATES POSTAL SERVICE	102.45	390455	
UNITED STATES POSTAL SERVICE	276.34	390456	
LEXISNEXIS- ACCURINT	120.00	390513	
JCCSC	56.00	390522	
			5,806.14**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	835.83	390338	
CASH ADVANCE ACCOUNT	1,641.60	390375	
LUBE SHOP	82.48	390382	
MARKET BASKET	469.00	390386	
KIM MCKINNEY, LPC, LMFT	140.00	390388	
PRIORITY MANAGEMENT, INC.	27.50	390400	
SYSCO FOOD SERVICES, INC.	1,220.54	390416	
TIME WARNER COMMUNICATIONS	38.79	390418	
WASTE MGT. GOLDEN TRIANGLE, INC.	86.04	390430	
CENTERPOINT ENERGY RESOURCES CORP	589.47	390481	
ATTABOY TERMITE & PEST CONTROL	50.00	390509	
SAM'S CLUB DIRECT	127.28	390551	
			5,308.53**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
DELL MARKETING L.P.	2,836.88	390346	2,836.88**
LAW OFFICER TRAINING GRT			
MCCUTCHAN PUBLISHING CORP. CODE BLUE	161.95 384.00	390387 390475	545.95**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	6.48	390455	6.48**
TAX OFFICE AUTO DEALER			
HERNANDEZ OFFICE SUPPLY, INC.	1,902.18	390365	1,902.18**
HOTEL OCCUPANCY TAX FUND			
GOLD CREST ELECTRIC CO., INC. AT&T	117.44 170.29	390355 390414	
UNITED STATES POSTAL SERVICE	3.08	390455	290.81**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	390571	10,500.00**
CAPITAL PROJECTS FUND			
RITTER @ HOME	460.46	390405	
S.E. TEXAS AUTO EQUIPMENT	2,986.00	390437	
COASTAL TANK & TESTING	744.99	390567	
TRINITY MECHANICAL & ELECTRICAL	1,219.64	390575	
AQUILA GOLF INC	15,200.41	390579	20,611.50**
AIRPORT FUND			
ENTERGY	12,932.59	390360	
ENTERGY	2,035.43	390361	
AT&T	600.21	390414	15,568.23**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	15,050.00	390518	15,050.00**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	17,963.27	390485	
RELIANCE STANDARD LIFE INSURANCE	5,547.50	390490	
CHLIC-CHICAGO	10,215.13	390510	
COMPASS PROFESSIONAL HEALTH SERVICE	6,245.00	390576	39,970.90**
SETEC FUND			
THE LABICHE ARCHITECTURAL GROUP	875.00	390326	
ALLIANCE MECHANICAL SERVICES	2,000.00	390476	2,875.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	34,650.90	390483	34,650.90**
SHERIFF'S FORFEITURE FUND			
TRUCKVAULT, INC.	3,672.98	390327	
HERNANDEZ OFFICE SUPPLY, INC.	5,231.71	390365	
TAC VIEW INC	3,018.00	390491	11,922.69**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,351.00	390288	
CLEAT	360.00	390289	
JEFFERSON CTY. TREASURER	19,476.99	390290	
RON STADTMUELLER - CHAPTER 13	1,717.50	390291	
INTERNAL REVENUE SERVICE	150.00	390292	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,120.00	390293	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. COMMUNITY SUP.	9,565.20	390294	
JEFFERSON CTY. TREASURER - HEALTH	402,046.79	390295	
JEFFERSON CTY. TREASURER - GENERAL	35.00	390296	
JEFFERSON CTY. TREASURER - PAYROLL	1,634,114.51	390297	
JEFFERSON CTY. TREASURER - PAYROLL	669,347.51	390298	
MONY/MLOA	275.61	390299	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,408.56	390300	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	390301	
JEFFERSON CTY. TREASURER - TCDRS	624,292.38	390302	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,228.31	390303	
JEFFERSON COUNTY TREASURER	2,442.60	390304	
JEFFERSON COUNTY - TREASURER -	5,061.03	390305	
NECHES FEDERAL CREDIT UNION	66,835.75	390306	
JEFFERSON COUNTY - NATIONWIDE	74,834.98	390307	
TENNESSEE CHILD SUPPORT	115.38	390308	
NCO FINANCIAL SYSTEMS INC	138.28	390309	
FMS DMS PIONEER	34.62	390310	
SBA - U S DEPARTMENT OF TREASURY	168.49	390311	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	390312	
U S DEPARTMENT OF TREASURY	314.95	390313	
WILLIAM E HEITKAMP	682.50	390314	
JOHN TALTON	235.38	390315	
			3,533,509.47**
GUARDIANSHIP FEE			
TERRENCE HOLMES	200.00	390367	
DUSTIN R. GALMOR	200.00	390523	
			400.00**
ORCA - IKE			
H.B. NEILD & SONS, INC.	27,784.40	390391	
MK CONSTRUCTORS	301,785.55	390550	
			329,569.95**
MARINE DIVISION			
ENTERGY	685.31	390359	
JACK BROOKS REGIONAL AIRPORT	1,392.42	390374	
AT&T	78.30	390414	
VERIZON WIRELESS	531.86	390451	
LONE STAR UNIFORMS, INC.	1,167.00	390464	
TRIDENT PETROLEUM EQUIPMENT	263.86	390489	
MARK BRYANT SR	129.75	390505	
			4,248.50**
			11,665,479.99***



Proclamation

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 18th day of February 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

WHEREAS, Charlton-Pollard Elementary School will host the Spirit of STAR (State of Texas Anniversary Remembrance) Day Celebration at Noon on Wednesday, February 19, 2014, to honor and remember the founders of the State of Texas and to celebrate the State's 168th birthday, and;

WHEREAS, Charlton-Pollard Elementary School is hosting the event as a community service achievement of merit to enhance the story of Texas for the people of Texas; to honor the life and achievements of Charles Napoleon Charlton and to inspire a greater appreciation for the history of the state among their school students, and;

WHEREAS, In the early 1870s, C. N. Charlton moved to Jefferson County, and together with Woodson Pipkin, established The Oakridge School in 1874 in Beaumont as a first school for Negro children. The school was originally located on what is now known as Neches Street in Beaumont; and

WHEREAS, Charles Napoleon Charlton, a first pioneer educator and community leader in Beaumont, shall be formally inducted into The First Pioneers and Leaders of the State (PALS) Hall of Honor during the Spirit of Star Day 2014 Celebration, and;

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby proclaim February 19, 2014, as Charles Napoleon Charlton Day in Jefferson County.

SIGNED this 18th day of February, 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

**AGENDA ITEM****February 18, 2014**

Consider and possibly authorize the County Judge to execute a Notice of Termination for Travelers Casualty and Surety Company of America for the Right-of-Way Surety Bond for TransCanada Keystone Pipeline LP.


NOTICE OF TERMINATION

Date: February 6, 2014

Notice to Obligee:

Name: Jefferson County, Texas
 Address: 1149 Pearl Street
 Beaumont, Texas 77701

You are hereby notified that the following Bond is terminated:

Bond Number: SN3995
 Type of Bond: Right-of-Way Surety Bond
 Issuance Date: February 18, 2009.
 Principal: TransCanada Keystone Pipeline LP

The effective date of the termination is February 18, 2014 or THIRTY (30) days from receipt of notice, whichever is later.

Copy to Principal: Name: TransCanada Keystone Pipeline LP Address: 717 Texas Street, Houston, Texas 77002	Copy to Producer: Name: Marsh Canada Limited Address: Suite 1100, 222 – 3 rd Avenue SW Calgary, AB T2P 0B4 Attn: Lois Innes
Surety Company: Name: Travelers Casualty and Surety Company of America Address: One Tower Square 13CZ Hartford, Connecticut 06183	Branch Office and Address: Name: Travelers Insurance Company of Canada Address: 2500 – 650 West Georgia Street Vancouver, B.C. V6B 4N7
Comments: (reason, if applicable)	

Signature: 
 Kari Morton, Authorized Company Representative

OBLIGEE Acknowledgement and Acceptance: *(Please fax copy to 604-682-2664)*

X _____ Date: _____

Print Name & Title: JEFF R. BRANICK, COUNTY JUDGE

**TRANSCANADA KEYSTONE PIPELINE, L.P.
RELEASE OF DAMAGE CLAIMS**

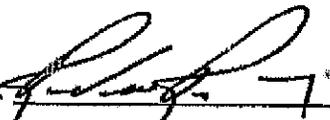
Jefferson County

I, **Robbie Griffin**, of **Precinct 1**, Jefferson County ("the County"), in the State of Texas, acknowledge receipt of Zero Dollars (\$00.00), now paid to the County by **TransCanada Keystone Pipeline, LP** (hereinafter the "Company"), in full payment and settlement, for all damages for which the Company agreed to be responsible under the Haul Route Agreement between the County and the Company dated July 30, 2012.

In consideration of said payment, the County does hereby release and forever discharge the Company from any and all causes of action, suits, debts, claims, expenses, general damages, interest, costs and demands whatsoever, at law and in equity, against the Company arising out of or in connection with the Company's use of the roads covered by the Haul Route Agreement.

It is understood and agreed that payment of such consideration is not deemed to be an admission of liability on the part of the Company.

IN WITNESS WHEREOF, I/we have hereunto set our hands on this 5th day of DEC, 2013.

Witness: 
RANDALL RUSLING

County


Robbie Griffin
Road and Bridge Superintendent

**TRANSCANADA KEYSTONE PIPELINE, L.P.
RELEASE OF DAMAGE CLAIMS**

Jefferson County

I/we Mike Trahan of Precinct 2, Jefferson County ("County"), in the State of Texas, acknowledge receipt of Five Thousand Six Hundred and Eighty Two and no/100 Dollars (\$ 5,682.00), now paid to the County by TransCanada Keystone Pipeline LP (hereinafter the "Company"), in full payment and settlement, for all damages for which the Company agreed to be responsible under the Haul Route Agreement between the County and the Company dated July 30, 2012.

In consideration of said payment, the County does hereby release and forever discharge the Company from any and all causes of action, suits, debts, claims, expenses, general damages, interest, costs and demands whatsoever, at law and in equity, against the Company arising out of or in connection with the Company's use of the roads covered by the Haul Route Agreement.

It is understood and agreed that payment of such consideration is not deemed to be an admission of liability on the part of the Company.

IN WITNESS WHEREOF, I/we have hereunto set our hands on this 16th day of JAN., 2014

Witness


Randall Rushing, Land Agent

County Of Jefferson


Mike Trahan
Road and Bridge Superintendent

**TRANSCANADA KEYSTONE PIPELINE, L.P.
RELEASE OF DAMAGE CLAIMS**

County of Jefferson

I/we, **Kenneth Minkins**, of **Precinct 4** of Jefferson County ("the County"), in the State of Texas, have inspected or otherwise observed the condition of the road both before and after **TransCanada Keystone Pipeline, LP** ("the Company") performed the work authorized under the attached Haul Route Agreement dated July 30, 2012 and consider the Company to be in compliance with the Agreement and do hereby release and forever discharge from any and all causes of action, suits, debts, claims, expenses, general damages, interest, costs and demands whatsoever, at law and in equity, against the Company arising out of or in connection with the Company's use of the roads covered by the Haul Route Agreement attached hereto.

IN WITNESS WHEREOF, I/we have hereunto set our hands on this 19 day of DECEMBER, 2013.

Witness



Randall Rushing, Land Agent

County of Jefferson



**Kenneth Minkins,
Road and Bridge Superintendent**

**AGENDA ITEM****February 18, 2014**

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

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

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

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

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

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

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

WHEREAS, the Amended Interlocal Agreement was adopted by the County on September 5, 2013 and by Drainage District No. 6 on September 10, 2013.

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

1. The County’s contractor will excavate the expanded Green Pond Gully channel at Lawhon Road.

SECOND AMENDED INTERLOCAL AGREEMENT

(Lawhon Road Bridge at Green Pond Gully)

COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

Page 2 of 3

2. The County will provide surveys, engineering analyses, the bridge design, roadway approach and intersection design for the Project.
3. The County will prepare bid specifications and contract documents for the purpose of soliciting public bids for the construction of the Project. The County will also handle the entire bid process to include receipt of bids, evaluation of bids received, and bid award.
 - a. *Added to Second Amended Interlocal Agreement to address Change Order No. 3:* Due to overrun quantities related to items 666-2010 and 666-2013, Pavement Markings have increased by a total of \$1,815.00.
4. The County will administer the construction contract and perform construction inspections throughout the construction process until the Project has been completed.
5. *Amended portions of this item per Change Order No. 3 have been highlighted:* Drainage District No. 6 agrees to reimburse the County for payments made to the contractor, with approval of the Director of Engineering for Jefferson County and County Auditor, within thirty (30) days of receipt of the request.

On a monthly basis or greater, at its convenience, the County will invoice the District for one hundred percent (100%) of the cost of the Lawhon Bridge Project as billed by the contractor for the County. The amount of billing will not exceed \$591,837.20, original bid as awarded to contractor, and \$31,818.00 as amended in Change Order No. 1 **and \$1,815.00 as amended in Change Order No. 3**, for a combined total of **\$625,470.20**. The invoices will include all back-up documentation that justify the invoice amounts, such as material invoices, equipment use costs, labor costs, calculation recaps and schedules. The District will then reimburse the County for 100% of the total costs invoiced. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB), as the administrator of this grant for FEMA.
6. The County's contractor will construct the rock base for the roadway portions of the Project and supply the materials.
7. Drainage District No. 6 will construct, at its sole expense, the necessary downspouts and erosion control, and the County's contractor will construct the concrete lining for the channel.
8. Drainage District No. 6 will also supply the soil data required to design the bridge support pilings.
9. Once the Project has been inspected and approved by the County, future maintenance of the new bridge and roadway will become the responsibility of the County, and future maintenance of the Green Pond Gully channel and downspouts will become the responsibility of Drainage District No. 6, in perpetuity.

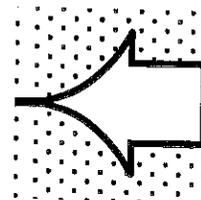
SECOND AMENDED INTERLOCAL AGREEMENT
(Lawhon Road Bridge at Green Pond Gully)
COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Page 3 of 3

- 10. Drainage District No. 6 will also provide tree clearing for the new location of LaBelle Road between SH 124 and existing LaBelle Road as a further consideration of the above covenants.
- 11. This is a good faith effort between the County and Drainage District No. 6 to accommodate and assist citizens of Jefferson County area by providing improved drainage to the area and each of the entities here do pledge their best efforts to fulfill the obligations set forth herein.

COUNTY OF JEFFERSON

WITNESS OUR HANDS effective this _____ day of _____, 2014.

 Jeff Branick, County Judge
 County of Jefferson



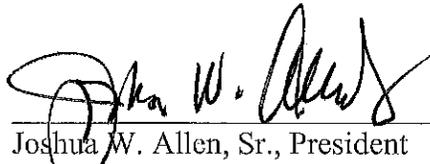
**SIGN
HERE**

ATTEST:

 Carolyn Guidry, County Clerk
 County of Jefferson

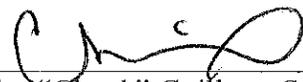
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

WITNESS OUR HANDS effective this 11th day of February, 2014.



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

ATTEST:



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

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

Agenda Item 5

RESOLUTION

BE IT REMEMBERED that, at a meeting of the Board of Directors of Jefferson County Drainage District No. 6, of Jefferson County, Texas, at which a quorum was present, held after proper notice according to law on the **11th** day of **February, 2014**, on a motion made by James D. McNicholas and seconded by William F. Miranda the following Resolution was duly adopted by vote of Board Members present and voting as follows:

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

WHEREAS, in connection with the bridge replacement project at Lawhon Road and Green Pond Gully, on September 25, 2012, the Board of Directors of Jefferson County Drainage District No. 6 authorized the execution of an "Interlocal Agreement" between the County of Jefferson, Texas and Jefferson County Drainage District No. 6, outlining each entity's duties and obligations (agreement on file in District's records) pertaining to the replacement bridge.

WHEREAS, on September 10, 2013, the Board authorized the execution of Change Order No. 1, which modified the original contract price for the Lawhon Bridge Replacement Project from \$591,837.20 to \$623,655.20 (\$31,818 increase).

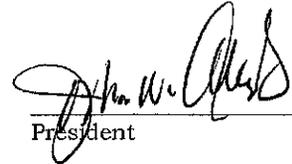
WHEREAS, on September 10, 2013, the Board also authorized the execution of an Amended Interlocal Agreement noting a change in the excavation amount(s) outlined in the original agreement as a result of additional roadway work to be performed (Change Order No. 1), as well as setting out each entities responsibilities related to the additional work to be performed.

WHEREAS, on November 14, 2013, the Board ratified the execution of Change Order No. 2, extending the project completion time by 30 days.

NOW, THEREFORE, BE IT RESOLVED that the execution of Tom-Mac, Inc.'s Change Order No. 3 covering an overrun in the quantity of white reflective pavement markings by 600 linear feet and the quantity of yellow reflective pavement markings by 5 linear feet, which increases the total cost of this job by \$1,815, for a total contract amount not to exceed \$625,470.20, is hereby Authorized.

BE IT ALSO, HEREBY RESOLVED that the execution, by the President of the Board of Directors for Jefferson County Drainage District No. 6, of a "Second Amended Interlocal Agreement" between the County of Jefferson, Texas and Drainage District No. 6 that reflects a change in the total job cost as a result of Change Order No. 3, is hereby Approved.

ADOPTED this 11th day of February, 2014.



President

ATTEST: 

Secretary/Acting Secretary

SECTION 9 EMERGENCY CLOSING

I. Jefferson County will make every effort to provide all services to citizens, even in cases of extreme adverse weather or other emergencies. Therefore, the County will almost always remain open to conduct regular business during normally scheduled hours. Under extraordinary conditions, however, the County may:

- A) **Close entirely while asking essential personnel to report/stay on duty.** This status may apply under unusual, extreme conditions. If the County is closed, non-essential employees are not to report. However, certain employees necessary to protect the public, secure/protect property may be asked to report for duty on a case-by-case basis. These employees will be notified in response to each specific emergency.
- B) **Delay opening while asking essential personnel to report/stay on duty.** This status may apply when severe weather conditions interfere with employee travel but conditions are expected to improve. Operations will normally be cancelled during the time of the delayed opening with essential personnel expected to report. If conditions do not improve, a decision may be made later to close the County (essential personnel reporting).
- C) **Release early while asking essential personnel to report/stay on duty.** This status may apply when severe weather conditions interfere with employee travel. Offices may continue to operate (possibly with reduced staffing). As a result, some staff may be asked to remain on duty by the supervisor. Any shift employees should check with their supervisor to determine whether or not to report. Essential personnel will be expected to remain until relieved or notified by their supervisors to leave.
- D) **Localized and Temporary Closing.** Extreme conditions (i.e. prolonged electrical outages, water leaks, fumes etc.) occasionally may make working conditions in a particular building or location intolerable. Supervisors or employees in the affected unit(s) should discuss the problem with their supervisors who may consult with the Human Resources/Risk Management Department. If the problem cannot be resolved, closing may be considered as a last resort. Such closures must be authorized by the Elected Official or Department Head (after consulting with their Court Liaison).

Note: The extraordinary pay for essential employees described in section III (C) of this policy may not apply in the case of delayed opening or early release and will not apply in the case of localized/temporary closing. Such decisions will be made on a case by case basis by the County Judge/Commissioner's Court.

II. Jefferson County Commissioners' Court has adopted the following emergency closing procedures:

- A) Whenever a Jefferson County Commissioner, the County Judge or Emergency Management Coordinator has reason to believe that an emergency situation exists (or is

imminent) necessitating closure of County facilities, if time permits, an emergency meeting of the Jefferson County Commissioners' Court shall be held to consider official action.

- B) If, in the opinion of the County Judge, or, in his absence, of the senior available County Commissioner, insufficient time exists to hold an emergency meeting of the Commissioners' Court, then that individual shall, based on concern over safety of County employees and other citizens as well as interest in the availability of governmental services, determine whether to close buildings in whole or in part.
- C) Once a decision has been made to close any governmental building, the County Judge or County Commissioner making the decision (or designated staff) shall make every attempt to notify local media to inform citizens of such closure. Affected County Department Heads/Elected Officials will also be notified of the closure.
- D) Each Elected Official/Department Head should determine and implement whatever actions would be necessary to: protect employees, customers, visitors, equipment, vital records and other assets, particularly during the first three days of the event and during restoration of operations.

Each Elected Official/Department Head should maintain current contact information on their employees. All employees are strongly encouraged to register with Blackboard Connect.

The County's operating status will be communicated to as many local television and radio stations as possible. Jefferson County will provide general information on our operating status through the Blackboard Connect service and through our website: co.jefferson.tx.us. We may also issue an informational telephone number and/or post updates at the Texas Association of Counties (TAC) website: www.county.org.

III. Pay Practices during Emergency Closure

Jefferson County will provide pay/paid leave for essential and non-essential employees in the event of certain emergencies including, but not limited to: hurricanes, tornados, floods, fires and other Acts of God; nuclear, chemical and biological emergencies, terrorist attack or any other emergency declared by a federal, state or local authority. Nothing in this policy shall be construed as changing the "at will" or the regular exempt/nonexempt status of any person employed by Jefferson County.

Note: The pay practices described below will NOT apply to any essential personnel who are covered under a collective bargaining agreement (CBA). Such employees will be paid in accordance with the terms of their CBA.

- A) In the event that an emergency closing is ordered, non-essential regular full-time employees will be paid their regular wages as the day(s) will be recorded as an official

Section 9 Continued

closed day(s). This time off is not considered time worked and will not be used to determine eligibility for overtime. Part-time employees will not be compensated for time lost due to a closing.

- B) Any employee who is off or scheduled to be off on sick leave, FMLA or disciplinary leave without pay during a period of emergency closure shall have their leave recorded as such. Any essential employee who is off on paid leave may be required to return to work immediately. (In situations involving an “emergency evacuation order,” as defined by Chapter 22, Texas Labor Code, any essential employee who fails to report to work as scheduled/requested during inclement weather or disaster may be subject to disciplinary action, up to and including termination, if such employee is necessary to provide for the safety and wellbeing of the general public or is otherwise necessary for the restoration of vital services.)
- C) Whenever there is an official emergency closure of all County operations that involves a Declaration of an Emergency by the County Judge, all approved essential employees (exempt or non-exempt) required to remain at work/report to work will be compensated at their regular rate of pay. In addition, they will receive premium ~~or~~ / extraordinary pay at ~~±~~ 1/2 times their hourly salary for the duration of the emergency declaration for all documented time during which work is performed. **All hours worked in excess of 40 hours per designated work week will be paid in accordance with FLSA guidelines.** The maximum number of work hours which may be recorded for any work day is limited to 24 hours per day during the first 72 hours of the emergency closure and 18 hours per day thereafter. All hours must be documented in a format approved by the County Auditor. **In other cases not involving a declaration of disaster or emergency, the County Judge and Commissioners Court, on a case-by-case basis, shall make a determination as to payment of extraordinary pay.**
- D) All essential employees must be designated and made aware of their assignments prior to an emergency closing. A list of essential employees and job duties during the emergency should be provided to the Emergency Management Coordinator and County Auditor and must be approved by the County Judge. The County Judge may also designate additional employees as essential during an emergency closing as necessary. Essential employees are those who are required to stay at their assigned areas performing necessary tasks during the emergency, or those who may be asked to return to work after an immediate threat is over. The list for each department should be updated at least annually. Such personnel may include: Corrections Officers, Deputy Sheriffs, Roads & Bridges crews, Emergency Management personnel, Residential Supervisors, Detention Officers and/or other personnel designated by the County Judge, County Commissioners, Sheriff or other Elected Officials/Department Heads. All other employees should report to their designated work areas as soon as possible following the order/announcement for resumption of normal operations, via instructions from their Elected Officials/Department Heads.

Note: Any employee who has not been designated and approved as essential prior to the emergency closing/declaration will not be eligible to receive the extraordinary pay described in section (C) above.

Section 9 Continued

- E) In the instance of localized or temporary closing, the affected employees will be compensated in accordance with section III (A), and all unaffected employees' compensation will be the same as during regular working conditions.
- F) Once the order for Mandatory Evacuation or Closure Order is lifted, employees must report back to work by the date instructed in the Order.

If conditions are such that County offices are safe and normal operations are proceeding, but travel may be extremely difficult, the County may announce to non-essential staff to use their own discretion to decide whether or not to report to work. Any days/hours not worked will be charged to vacation, personal leave, or compensatory time, or time without pay. An employee choosing to take the day off must notify his/her supervisor immediately for approval of paid leave.

Special, February 18, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 18, 2014