

**SPECIAL, 1/5/2015 1:30:00 PM**

BE IT REMEMBERED that on January 05, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*January 05, 2015*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
January 05, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **05th** day of **January 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

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

## **PURCHASING:**

1. Consider and approve, execute, receive and file amendment number three (3) to the Letter of Understanding for services between Cardtranz, Inc., DBA Certified Payments.Net and Jefferson County, to provide over the counter credit/debit card payment processing services, and charge the convenience fees for non-tax payments at the Jefferson County District Clerks Office.

**SEE ATTACHMENTS ON PAGES 7 - 7**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

2. Consider and approve FY 2015 budget amendment - Road & Bridge Pct 4 - replacement of wrecked tractor.

114-0409-431-6011	ROAD MACHINERY	\$95,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$95,000.00

**SEE ATTACHMENTS ON PAGES 8 - 8**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve reimbursement of out of state travel for Judge Branick, Fred Jackson, and Don Rao to Lake Charles, La to attend meeting in reference to the BP restoration effort. Cost of trip was \$112.

**SEE ATTACHMENTS ON PAGES 9 - 9**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
January 05, 2015*

4. Regular County Bills – check #402196 through check #402417 (12/29/14) and check #402418 through check #402517 (1/5/15).

**SEE ATTACHMENTS ON PAGES 10 - 22**

**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:**

5. Consider, possibly approve and authorize the County Judge to execute a Cooperative Purchase Agreement between Jefferson County and Orange County for the purchase of inmate food services pursuant to the Interlocal Cooperation Act, Chapter 791.025, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 23 - 25**

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

6. Receive and file executed Interlocal Cooperation Agreement between Jefferson County, Texas, Southwestern Correctional, LLC (LaSalle Corrections) and Montgomery County, Texas.

**SEE ATTACHMENTS ON PAGES 26 - 36**

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

7. Receive and file Official Oath for Deborah L. Clark, Purchasing Agent.

**SEE ATTACHMENTS ON PAGES 37 - 39**

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

## **RISK MANAGEMENT:**

8. Consider and possibly approve self-insuring against any loss covered by the Public Official's bond, effective January 1, 2015, for the following Justices of the Peace: Nancy Beaulieu, J.P. Precinct 1 Place 2; James Burnett, J.P. Precinct 7; Ray Chesson, J.P. Precinct 4; Marc DeRouen, J.P. Precinct 2; Tom Gillam, III, J.P. Precinct 8; and Ransom Jones, J.P. Precinct 6.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

9. Consider and possibly approve self-insuring against any loss covered by the Public Official's bond for Tim Funchess, County Treasurer, effective January 1, 2015.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

10. Consider and possibly approve self-insuring against any loss covered by the Public Official's bond for Jamie Smith, District Clerk, effective January 1, 2015.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

11. Consider and possibly approve self-insuring against any loss covered by the Public Official's bond for Bob Wortham, Criminal District Attorney, effective January 1, 2015.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*January 05, 2015*

12. Approve Public Official Bonds renewals, effective January 1, 2015, for the following elected and appointed officials: Everette Alfred, Commissioner, Precinct 4; Jeff Branick, County Judge; Deborah Clark, County Purchasing Agent, Patrick Swain, County Auditor, and Brent Weaver, Commissioner, Precinct 2.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**Other Business:**

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

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

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

**AMENDMENT NUMBER THREE TO LETTER OF UNDERSTANDING FOR SERVICES BETWEEN CARDTRANZ, INC., OBA CERTIFIED PAYMENTS.NET AND JEFFERSON COUNTY.**

This Third Amedment to the Letter of Understanding for Services ("Agreement") is entered into by and between Cardtranz, Inc., dba Certified Payments.net, Certified Payments No. 1, LTD., by and through its General Partner, Certified Payments, Inc., a Texas Corporation with offices at 3410 Midcourt Road, Suite 136, Carrollton, TX 75006 ("Certified") and Jefferson County ("Agency") a governmental entity existing under the laws of the State of Texas.

**WH EREAS**, on September 14, 2004, the parties entered into an Agreement for the provision of credit/debit card processing services for Jefferson County; and

**WHEREAS**, the County wishes to amend the Agreement to provide for over-the-counter and web/internet credit/debit card payment processing services for the Jefferson County, TX District Clerk Office.

**NOW THEREFORE**, said Agreement is amended as follows:

1. Exhibit A Convenience Fee Schedule is amended as follows:
  - Convenience Fees for Property Tax Payments: 2.5% with a \$1.00 minimum
  - Convenience Fees for all other payment types such as traffic fines, parking fees or fines, court costs: 2.85% with a \$1.00 minimum.
  - Convenience Fee for Jack Brooks Regional Airport: 2.85% with a \$1.00 minimum.
  - Convenience Fee for Jefferson County, TX District Clerk: 2.85% with a \$1.00 minimum.

All other terms of the Agreement not expressly amended herein shall remain in full force and effect.

This Amendment shall take effect upon execution by the duly authorized representatives of both parties.

**CERTIFIED PAYMENTS, INC.**

**JEFFERSON COUNTY**

\_\_\_\_\_  
**Pamela Stewart**  
**President**

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

DATE: \_\_\_\_\_



EVERETTE "BO" ALFRED  
 COUNTY COMMISSIONER  
 PRECINCT 4  
 P.O. Box 4025  
 Beaumont, Texas 77704-4025

MARIO WATKINS  
 Executive Assistant

KENNETH MINKINS  
 Superintendent  
 Precinct 4 - Service Center

## MEMO

To: Mr. Patrick Swain, County Auditor  
 From: Commissioner Everette Alfred *EA*  
 Date: December 23, 2014  
 RE: Replacement Tractor Purchase

We have the opportunity to purchase a tractor (Farmall 140A with 22.5' US Mower) valued at **\$159,093.00**. This would be the price to replace Unit # A-9, which was damaged beyond use in an accident. With the discounts, **if we have the purchase order signed by December 31, 2014**, we could receive this equipment for **\$119,931.50**. We have an agreement with Baker Implement Company to submit a signed Purchase Order for \$25,000 (the maximum amount awarded by State Farm Insurance) by December 31, to hold the discounted price until additional funds can be transferred. I am asking the Court to transfer **\$95,000** from Contingency to Precinct # 4 Capital Road Machinery so we can purchase this equipment at the discounted rate. The price will increase on January 1, 2015.

Thank you.

EA/nr

*1140409-431-6011*  
*120-9999-415-8999*

**Consider and possibly approve Out of State Travel Policy**

**Motion: Commissioner Alfred**

**Second: Commissioner Arnold**

**Approved**

**Out Of State Travel Policy**

**When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:**

**1. Is the trip budgeted? If not, how is the trip to be funded?**

Trip funded with budgeted funds

**2. Is the training mandatory or does the training directly impact the employee's assigned job duties?**

Trip was a meeting for the BP Restoration effort as part of the signing of the MOU the Cheniere Plain Alliance.

**3. Does the benefit appear to be worth the cost?**

Yes

**4. Is the training available locally or within Texas at a lower cost?**

Meeting was located at the Seed Center in Lake Charles, LA

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
TRI-CITY COFFEE SERVICE	144.35	402288	
WARREN'S DO-NUTS	99.62	402329	243.97**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	285.38	402221	
AT&T	61.66	402282	
AIRGAS SOUTHWEST	176.29	402340	523.33**
ROAD & BRIDGE PCT.#2			
MUNRO'S	18.45	402261	
OFFICE DEPOT	215.15	402265	
RITTER @ HOME	78.98	402274	
RALPH'S INDUSTRIAL ELECTRONICS	13.29	402275	
SETZER HARDWARE, INC.	19.58	402279	
SHERWIN-WILLIAMS	168.65	402281	
ACORN STEEL	240.00	402295	
NEW WAVE WELDING TECHNOLOGY	6.60	402341	
INTERSTATE ALL BATTERY CENTER - BMT	233.90	402350	994.60**
ROAD & BRIDGE PCT. # 3			
CAFFEY AUTOMOTIVE INC	413.00	402220	
GULF COAST AUTOMOTIVE, INC.	12.28	402234	
ENTERGY	200.20	402236	
HALLENBECK RADIATOR SERVICE	225.00	402238	
MUNRO'S	18.23	402261	
OFFICE DEPOT	94.96	402265	
TRI-CON, INC.	2,259.13	402287	
CENTERPOINT ENERGY RESOURCES CORP	29.75	402324	
SHOPPA'S FARM SUPPLY	821.25	402396	4,073.80**
ROAD & BRIDGE PCT.#4			
BRANCE KRACHY CO., INC.	32.69	402218	
CHUCK'S WRECKER SERVICE	2,212.50	402222	
GULF COAST SCREW & SUPPLY	53.20	402235	
CASH ADVANCE ACCOUNT	372.33	402245	
M&D SUPPLY	80.43	402254	
PARTS EXCHANGE COMPANY, INC.	225.00	402266	
SANITARY SUPPLY, INC.	114.28	402276	
TRI-CON, INC.	3,241.99	402287	
UNITED STATES POSTAL SERVICE	8.58	402303	
SIERRA SPRING WATER CO. - BT	38.03	402305	
DIRECTV	1,415.76	402360	
SAM'S CLUB DIRECT	809.29	402380	
GCR TIRES & SERVICE	1,412.46	402394	10,016.54**
<b>ENGINEERING FUND</b>			
UNITED STATES POSTAL SERVICE	1.19	402303	1.19**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	271.36	402236	271.36**
<b>GENERAL FUND</b>			
<b>TAX OFFICE</b>			
GUARDIAN FORCE	153.00	402200	
NADA APPRAISAL GUIDES, INC.	435.00	402262	
CDW COMPUTER CENTERS, INC.	407.34	402298	
UNITED STATES POSTAL SERVICE	2,247.25	402303	3,242.59*
<b>COUNTY HUMAN RESOURCES</b>			
BEAUMONT FAMILY PRACTICE ASSOC.	135.00	402212	
PINNACLE EMPLOYEE TESTING	4,005.00	402271	
UNITED STATES POSTAL SERVICE	24.40	402303	4,164.40*
<b>AUDITOR'S OFFICE</b>			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE COUNTY CLERK	20.51	402303	20.51*
UNITED STATES POSTAL SERVICE CONFIRMDELIVERY.COM INC	295.61	402303	
URBAN RECORDERS ALLIANCE	229.33	402349	
WESTERN MICROGRAPHICS & IMAGING	100.00	402374	
COUNTY JUDGE	13,053.42	402375	13,678.36*
JAN GIROUARD & ASSOCIATES	600.00	402232	
CATHERINE BRUNEY	500.00	402242	
OFFICE DEPOT	348.96	402265	
UNITED STATES POSTAL SERVICE	14.58	402303	
GRACE NICHOLS	2,400.00	402348	
JERRY JOHN BRAGG	500.00	402355	
HARVEY L WARREN III	1,200.00	402356	
JUSTIN G SANDERSON	500.00	402384	6,063.54*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE COUNTY TREASURER	27.39	402303	27.39*
UNITED STATES POSTAL SERVICE PURCHASING DEPARTMENT	349.90	402303	349.90*
UNITED STATES POSTAL SERVICE GENERAL SERVICES	4.34	402303	4.34*
GUARDIAN FORCE	36.00	402200	
CASH ADVANCE ACCOUNT	70.00	402245	
SPINDLETOP MHMR	32,990.75	402251	
CROWN CASTLE INTERNATIONAL	1,372.63	402317	34,469.38*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE 100 PLUS BLACK WOMEN COALITION OF	119.55	402303	
DISTRICT ATTORNEY	110.00	402383	229.55*
HERNANDEZ OFFICE SUPPLY, INC.	579.00	402241	
KRISTY'S KORNER	264.90	402249	
CREIG D. MILLER	151.60	402260	
PRECEPTOR PRINTING	200.00	402272	
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,575.00	402285	
UNITED STATES POSTAL SERVICE	339.44	402303	
RECALL TOTAL INFORMATION MANAGEMENT	607.77	402315	
JAMES E HUEBEL	34.16	402372	
THOMSON REUTERS-WEST	2,484.21	402385	
TRANSUNION RISK AND ALTERNATIVE	50.00	402398	6,286.08*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE CRIMINAL DISTRICT COURT	288.07	402303	288.07*
LEAH HAYES	58.20	402240	
MIKE LAIRD, ATTORNEY AT LAW	800.00	402250	
OFFICE DEPOT	18.69	402265	
UNITED STATES POSTAL SERVICE	3.84	402303	
KIMBERLY R. BROUSSARD	955.45	402344	
JAMES R. MAKIN, P.C.	800.00	402365	
SAMUEL & SON LAW FIRM PLLC	800.00	402395	3,436.18*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE 136TH DISTRICT COURT	7.17	402303	7.17*
UNITED STATES POSTAL SERVICE 252ND DISTRICT COURT	1.37	402303	1.37*
LEAH HAYES UNITED STATES POSTAL SERVICE SOUTHEAST TEXAS PSYCHIATRY PA 279TH DISTRICT COURT	58.20 306.48 595.00	402240 402303 402369	959.68*
PHILLIP DOWDEN SUSAN OLIVER JIMMY D. HAMM ANITA F. PROVO CHARLES ROJAS JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. RONALD PLESSALA STEFANIE L. ADAMS, ATTORNEY AT LAW BRYAN E MCEACHERN PC MATUSKA LAW FIRM 317TH DISTRICT COURT	325.00 650.00 325.00 75.00 500.00 525.00 75.00 325.00 225.00 500.00 225.00	402207 402208 402239 402273 402299 402320 402331 402343 402364 402391 402392	3,750.00*
UNITED STATES POSTAL SERVICE JUDY PAASCH JUSTICE COURT-PCT 1 PL 1	.48 2,278.00	402303 402322	2,278.48*
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 6	32.90	402303	32.90*
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 7	31.84	402303	31.84*
AT&T COUNTY COURT AT LAW NO.1	29.72	402282	29.72*
UNITED STATES POSTAL SERVICE COUNTY COURT AT LAW NO. 2	1.22	402303	1.22*
ALISA RAUMAKER, CSR BRUCE W. COBB UNITED STATES POSTAL SERVICE MATUSKA LAW FIRM COUNTY COURT AT LAW NO. 3	582.00 250.00 13.07 250.00	402205 402227 402303 402392	1,095.07*
UNITED STATES POSTAL SERVICE MEDIATION CENTER	10.15	402303	10.15*
UNITED STATES POSTAL SERVICE COMMUNITY SUPERVISION	3.65	402303	3.65*
GUARDIAN FORCE SHERIFF'S DEPARTMENT	75.00	402200	75.00*
OFFICE DEPOT PHILPOTT MOTORS, INC. KEESHA GUILLORY VERIZON WIRELESS UNITED STATES POSTAL SERVICE	192.12 69.00 300.00 2,965.20 1,075.19	402265 402269 402296 402301 402303	

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	131.80	402307	
FIVE STAR FEED	244.65	402314	
CODE BLUE	84.00	402319	
SNAP-ON-TOOLS	17.05	402342	
INTERSTATE ALL BATTERY CENTER - BMT	56.99	402350	
RITA HURT	825.00	402371	
			5,961.00*
CRIME LABORATORY			
ACCUTOX, INC.	810.36	402199	
AGILENT TECHNOLOGIES	68.70	402204	
LYNN PEAVEY CO., INC.	123.00	402253	
OFFICE DEPOT	59.15	402265	
HENRY SCHEIN, INC.	457.76	402277	
SEROLOGICAL RESEARCH INSTITUTE	1,000.00	402278	
TRI-TECH, INC.	173.00	402289	
INTERNATIONAL ASSN. FOR PROPERTY &	50.00	402297	
AIRGAS SOUTHWEST	69.50	402340	
QUALTRAX COMPLIANCE SOFTWARE	4,720.00	402361	
JULIE HANNON	600.00	402386	
			8,131.47*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	633.96	402198	
GUARDIAN FORCE	127.50	402200	
BEAUMONT TRACTOR COMPANY	130.37	402213	
BELL FENCE MFG. CO.	170.00	402215	
CITY OF BEAUMONT - WATER DEPT.	18,524.36	402224	
COBURN'S, BEAUMONT BOWIE (1)	243.94	402228	
ECOLAB	399.90	402231	
HERNANDEZ OFFICE SUPPLY, INC.	2,604.86	402241	
KOMMERCIAL KITCHENS	14,282.00	402248	
M&D SUPPLY	43.34	402254	
PETTY CASH - SHERIFF'S OFFICE	228.00	402268	
SANITARY SUPPLY, INC.	4,343.77	402276	
SHERWIN-WILLIAMS	69.82	402281	
TRIANGLE WATER CO., INC.	40.00	402286	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,010.87	402292	
WORTH HYDROCHEM	327.00	402294	
INTERCONTINENTAL JET CORP	360.45	402323	
GARON PRODUCTS	3,013.81	402328	
ROSS RIDGE SAND COMPANY LP	125.00	402338	
AIRGAS SOUTHWEST	395.23	402340	
WORLD FUEL SERVICES	836.80	402353	
FIVE STAR CORRECTIONAL SERVICE	34,976.56	402359	
TITAN TESTING	263.00	402366	
LIQUID CAPITAL EXCHANGE INC	2,526.49	402368	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,746.91	402377	
DRAGONFLY INTERPRETING SERVICES	533.75	402379	
CONMED INC	263,694.40	402382	
THOMSON REUTERS-WEST	1,675.80	402385	
			356,327.89*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	459.44	402265	
LARONDA TURNER	73.36	402267	
UNITED STATES POSTAL SERVICE	8.91	402303	
SHANNA CITIZEN	59.92	402310	
TENNILLE DAW	428.40	402312	
WILBERT PIERRE	61.04	402376	
			1,091.07*
JUVENILE DETENTION HOME			
AAA LOCK & SAFE	150.00	402196	
BEAUMONT TROPHIES	267.60	402214	
CITY OF BEAUMONT - WATER DEPT.	3,347.76	402224	
CASH ADVANCE ACCOUNT	198.05	402245	
BEN E KEITH FOODS	5,449.62	402318	
ATTABOY TERMITE & PEST CONTROL	80.00	402351	
			9,493.03*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	21.31	402303	

NAME	AMOUNT	CHECK NO.	TOTAL
THE PRODUCTIVITY CENTER	317.00	402306	
LED WARNING PRODUCTS	2,926.00	402402	
CONSTABLE-PCT 2			3,264.31*
CLASSIC TINT	99.00	402209	
CONSTABLE-PCT 4			99.00*
MANNINGS SCHOOL SUPPLY	19.95	402255	
CONSTABLE-PCT 6			19.95*
SANITARY SUPPLY, INC.	17.26	402276	
UNITED STATES POSTAL SERVICE	19.41	402303	
CONSTABLE PCT. 8			36.67*
MIKE SMITH ENTERPRISES	395.00	402333	
COUNTY MORGUE			395.00*
A1 FILTER SERVICE COMPANY	23.60	402370	
AGRICULTURE EXTENSION SVC			23.60*
TERRIE S. LOONEY	180.88	402197	
OFFICE DEPOT	62.51	402265	
CDW COMPUTER CENTERS, INC.	241.52	402298	
MELISSA MEWA	13.44	402308	
TEXAS 4-H & YOUTH DEVELOPMENT	15.00	402326	
TEXAS AGRILIFE EXTENSION SERVICE	39.00	402339	
BARBARA EVANS	107.32	402345	
EN POINT TECHNOLOGIES SALES INC	24.00	402367	
M J EBELING	49.28	402381	
EMILEE BEAN	232.96	402389	
HEALTH AND WELFARE NO. 1			965.91*
CITY OF BEAUMONT	40.00	402206	
BROUSSARD'S MORTUARY	2,900.00	402219	
CLAYBAR FUNERAL HOME, INC.	2,967.00	402226	
ENTERGY	70.00	402237	
OFFICE DEPOT	272.08	402265	
AUSTIN CECIL WALKES MD PA	3,245.08	402291	
UNITED STATES POSTAL SERVICE	83.58	402303	
HEALTH AND WELFARE NO. 2			9,577.74*
PHYSICIAN SALES & SERVICE, INC.	184.16	402270	
AT&T	29.72	402282	
AUSTIN CECIL WALKES MD PA	3,245.08	402291	
CHILD WELFARE UNIT			3,458.96*
SIDNEY SCYPION	20.00	402354	
AIYANA DAVIS PAYEE	20.00	402357	
RHONDA PRUDHOMME	20.00	402373	
JACOB GILBERT PAYEE	20.00	402387	
MAKAYLEE ANDERSON	20.00	402388	
DONALD ORCHID	20.00	402397	
JOHN SCHEXNIDER	20.00	402400	
JERMICA AUGUST FC	20.00	402401	
BRITTANY CLANAN	20.00	402403	
DEVYN DAVIS	20.00	402404	
DAWN KASPER	20.00	402405	
SHERMIS ROBERTSON	20.00	402406	
TREYVION BALKA FC	20.00	402407	
RASKARIA HAMMER	15.00	402408	
RONALD J RICHARDSON	15.00	402409	
TRINITY TAYLOR FC	15.00	402410	
ALMA NAILS FC	15.00	402411	
KEYLA NUNEZ SMITH	15.00	402412	

NAME	AMOUNT	CHECK NO.	TOTAL
TY'KIRAH HANCOCK FH	15.00	402413	
MARKEYLI ELAM	15.00	402414	
AYDEN EAGLIN FC	15.00	402415	
ASHLYNN H KINNEY BROWN	15.00	402416	
ENVIRONMENTAL CONTROL			395.00*
AT&T	41.70	402282	
INDIGENT MEDICAL SERVICES			41.70*
GUARDIAN FORCE	90.00	402200	
MAINTENANCE-BEAUMONT			90.00*
GUARDIAN FORCE	72.00	402200	
BINSWANGER GLASS CO.	137.75	402217	
CITY OF BEAUMONT - WATER DEPT.	7,182.08	402224	
COBURN'S, BEAUMONT BOWIE (1)	134.03	402228	
W.W. GRAINGER, INC.	151.93	402233	
ENTERGY	44,390.27	402236	
OFFICE DEPOT	134.88	402265	
SANITARY SUPPLY, INC.	867.90	402276	
ACE IMAGEWEAR	336.71	402280	
AT&T	4,819.30	402282	
WORTH HYDROCHEM	1,650.00	402294	
FIRETROL PROTECTION SYSTEMS, INC.	160.00	402347	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	402390	
CAVENDER'S BOOTY CITY	783.67	402399	
MAINTENANCE-PORT ARTHUR			83,508.28*
CITY OF PORT ARTHUR - WATER DEPT.	49.60	402225	
ALL-PHASE ELECTRIC SUPPLY	76.71	402229	
AT&T	41.70	402282	
TIME WARNER COMMUNICATIONS	68.09	402284	
BAKER DISTRIBUTING COMPANY	19.02	402316	
ATTABOY TERMITE & PEST CONTROL	140.49	402351	
MAINTENANCE-MID COUNTY			395.61*
ALL-PHASE ELECTRIC SUPPLY	259.00	402229	
MCCOWN PAINT & SUPPLY OF TEXAS	231.98	402257	
NOACK LOCKSMITH	15.25	402263	
RITTER @ HOME	360.06	402274	
ACE IMAGEWEAR	83.25	402280	
CENTERPOINT ENERGY RESOURCES CORP	25.81	402324	
HIGHTECH SIGNS	202.10	402332	
A1 FILTER SERVICE COMPANY	93.50	402370	
SERVICE CENTER			1,270.95*
ACTION AUTO GLASS	221.95	402201	
A-LINE FRONT END & BRAKE	78.50	402202	
KINSEL FORD, INC.	212.31	402246	
M&D SUPPLY	51.68	402254	
MEINEKE	35.00	402259	
PHILPOTT MOTORS, INC.	177.84	402269	
RALPH'S INDUSTRIAL ELECTRONICS	153.66	402275	
BUMPER TO BUMPER	168.50	402321	
K.A.P.E. ENTERPRISES	54.86	402330	
AMERICAN TIRE DISTRIBUTORS	496.82	402346	
INTERSTATE ALL BATTERY CENTER - BMT	302.85	402350	
UNIFIRST HOLDINGS INC	44.46	402352	
VETERANS SERVICE			1,998.43*
UNITED STATES POSTAL SERVICE	8.53	402303	
HILARY GUEST	121.20	402311	
MOSQUITO CONTROL FUND			129.73*
			567,211.84**

NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S	98.95	402261	
OFFICE DEPOT	31.50	402265	
BREATH ALCOHOL TESTING			67.45**
DPS REPROGRAPHICS & DISTRIBUTION	67.50	402378	
J.C. FAMILY TREATMENT CT.			67.50**
JUDY PAASCH	50.00	402322	
LAW LIBRARY FUND			50.00**
YVONNE COOPER	150.00	402230	
JUVENILE TJPC-A-2014-123			150.00**
YOUTH ADVOCATE PROGRAM	2,741.29	402337	
JUVENILE PROB & DET. FUND			2,741.29**
HARRISON COUNTY JUVENILE SERVICES	2,700.00	402309	
COMMUNITY SUPERVISION FND			2,700.00**
UNITED STATES POSTAL SERVICE	146.81	402303	
JCCSC	38.00	402363	
JEFF. CO. WOMEN'S CENTER			184.81**
BELL'S LAUNDRY	991.15	402216	
ECOLAB	82.95	402231	
ENTERGY	1,437.76	402236	
KIRKSEY'S SPRINT PRINTING	87.30	402247	
LUBE SHOP	41.24	402252	
MARKET BASKET	265.90	402256	
KIM MCKINNEY, LPC, LMFT	225.00	402258	
AT&T	127.82	402282	
SYSCO FOOD SERVICES, INC.	698.16	402283	
BURT WALKER PARTNERS, LTD	4,500.00	402290	
BEN E KEITH FOODS	709.52	402318	
LAW OFFICER TRAINING GRT			9,166.80**
OFFICE DEPOT	484.20	402265	
CODE BLUE	675.00	402319	
DRUG INTERVENTION COURT			1,159.20**
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	1,860.00	402244	
REDWOOD TOXICOLOGY LABORATORY	65.38	402335	
CHEEK H2O & SEWER PHASE 3			1,925.38**
ACTION CIVIL ENGINEERS PLLC	2,000.00	402393	
HOTEL OCCUPANCY TAX FUND			2,000.00**
THERMACON SERVICE	475.00	402203	
ENTERGY	1,626.81	402236	
M&D SUPPLY	97.27	402254	
MUNRO'S	79.00	402261	
UNITED STATES POSTAL SERVICE	25.92	402303	
MARDI GRAS OF SOUTHEAST TEXAS	13,150.00	402313	
DISH NETWORK	93.62	402334	
JOSEPH SEMIEN	7.84	402336	
LEAGUE OF EXTRAORDINARY FIGHTERS	3,830.00	402417	
CAPITAL PROJECTS FUND			19,385.46**
THE LABICHE ARCHITECTURAL GROUP	5,537.50	402211	
AIRPORT IMPROVE. GRANTS			5,537.50**

NAME	AMOUNT	CHECK NO.	TOTAL
APAC, INC. - TROTTI & THOMSOM	168,592.50	402210	
GARVER LLC	26,414.00	402358	
SE TX EMP. BENEFIT POOL			195,006.50**
GROUP ADMINISTRATIVE CONCEPTS INC	100,166.93	402362	
WORKER'S COMPENSATION FD			100,166.93**
TRISTAR RISK MANAGEMENT	2,487.33	402325	
BAIL BONDING FUND			2,487.33**
KEITH DAY	15,000.00	402304	
MARINE DIVISION			15,000.00**
JACK BROOKS REGIONAL AIRPORT	652.73	402243	
NEDERLAND HARDWARE SUPPLY	50.94	402293	
VERIZON WIRELESS	341.91	402300	
SHERIFF-SPINDLETOP GRANT			1,045.58**
CALDWELL COUNTRY CHEVROLET	27,100.00	402327	
			27,100.00**
			969,278.36***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	67.45	402479	67.45**
ROAD & BRIDGE PCT.#1			
UNITED STATES POSTAL SERVICE	1.30	402485	1.30**
ROAD & BRIDGE PCT.#2			
ENTERGY	88.08	402458	88.08**
ROAD & BRIDGE PCT. # 3			
AT&T	70.18	402474	70.18**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	8.10	402445	
APAC, INC. - TROTTI & THOMSOM	361.95	402449	
CITY OF BEAUMONT - WATER DEPT.	19.03	402453	
ENTERGY	980.91	402458	
MUNRO'S	68.16	402468	
OIL CITY TRACTORS, INC.	182.37	402470	
PARTS EXCHANGE COMPANY, INC.	120.00	402471	
SCHMIDT SAW & KNIFE WKS, INC.	109.96	402473	
A-1 MACHINE & HYDRAULIC	770.00	402500	
FUN-TRONICS LLC	152.50	402509	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	155.29	402514	2,928.27**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	3.08	402485	3.08**
PARKS & RECREATION			
ENTERGY	69.59	402458	69.59**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	1,108.41	402485	1,108.41*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	6.09	402485	6.09*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	1.37	402485	1.37*
COUNTY CLERK			
OFFICE DEPOT	23.13	402469	
UNITED STATES POSTAL SERVICE	162.73	402485	185.86*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	3.97	402485	
THOMSON REUTER TAX & ACCNTG INC R&G	116.58	402496	
JERRY JOHN BRAGG	200.00	402501	320.55*
RISK MANAGEMENT			
OFFICE DEPOT	19.16	402469	
UNITED STATES POSTAL SERVICE	2.51	402485	21.67*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	88.82	402485	88.82*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	486.54	402475	
MILLIMAN	1,500.00	402497	
ROCHESTER ARMORED CAR CO INC	3,860.28	402504	
DYNAMEX INC	415.97	402512	
			6,262.79*
DATA PROCESSING			
VERIZON WIRELESS	75.98	402483	
			75.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	96.01	402485	
			96.01*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	97.02	402469	
SIERRA SPRING WATER CO. - BT	45.89	402486	
			142.91*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	66.80	402462	
MANNINGS SCHOOL SUPPLY	39.90	402466	
OFFICE DEPOT	1,050.16	402469	
UNITED STATES POSTAL SERVICE	201.33	402485	
ERIC HOUGHTON	58.80	402493	
THOMSON REUTERS TAX & ACCNTG INC R&G	1,179.41	402496	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	506.99	402513	
			3,103.39*
DISTRICT CLERK			
OFFICE DEPOT	608.91	402469	
UNITED STATES POSTAL SERVICE	67.20	402485	
			676.11*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.62	402485	
JASON ROBERT NICKS	800.00	402502	
			801.62*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	21.00	402485	
			21.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.87	402485	
			4.87*
252ND DISTRICT COURT			
KIRKSEY'S SPRINT PRINTING	30.10	402464	
OFFICE DEPOT	84.97	402469	
MIKE VAN ZANDT	8,334.00	402480	
UNITED STATES POSTAL SERVICE	137.35	402485	
SUMMER TANNER	257.05	402495	
			8,843.47*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	23.20	402485	
			23.20*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	39.54	402469	
UNITED STATES POSTAL SERVICE	14.08	402485	
			53.62*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	19.49	402485	
			19.49*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK, P.C.	250.00	402452	
TRAVIS EVANS	250.00	402456	
TERRENCE HOLMES	300.00	402461	
UNITED STATES POSTAL SERVICE	4.47	402485	

NAME	AMOUNT	CHECK NO.	TOTAL
JARED GILTHORPE	250.00	402517	1,054.47*
COURT MASTER			
VERIZON WIRELESS	134.16	402483	
UNITED STATES POSTAL SERVICE	.81	402485	134.97*
MEDIATION CENTER			
MARKET BASKET	177.95	402467	
OFFICE DEPOT	49.58	402469	
UNITED STATES POSTAL SERVICE	4.44	402485	
TAMMY BOOKER	6.16	402510	238.13*
SHERIFF'S DEPARTMENT			
AT&T	289.72	402474	
UNITED STATES POSTAL SERVICE	146.70	402485	436.42*
JAIL - NO. 2			
AT&T	924.58	402474	924.58*
JUVENILE PROBATION DEPT.			
CHERYL TARVER	89.60	402481	
VERIZON WIRELESS	66.50	402483	
UNITED STATES POSTAL SERVICE	40.12	402485	
KESHA NIXON	141.68	402494	
JOSH CUYOS	40.77	402515	378.67*
JUVENILE DETENTION HOME			
TEXAS DEPT OF LICENSING &	220.00	402477	
OAK FARM DAIRY	237.32	402482	
FLOWERS FOODS	88.80	402490	546.12*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	402483	
UNITED STATES POSTAL SERVICE	51.63	402485	279.57*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	402483	113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	402483	113.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	402483	
UNITED STATES POSTAL SERVICE	3.25	402485	
RITA HURT	275.00	402508	392.22*
CONSTABLE PCT. 7			
AT&T	29.72	402474	
VERIZON WIRELESS	113.97	402483	143.69*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	402483	113.97*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	402448	
BROUSSARD'S MORTUARY	3,000.00	402451	
ENTERGY	68.86	402459	
TEXAS ENVIRONMENTAL HEALTH ASSN.	25.00	402478	
UNITED STATES POSTAL SERVICE	42.78	402485	
RACHEL DRAGULSKI	70.00	402487	

NAME	AMOUNT	CHECK NO.	TOTAL
BONNIE SWAIN	236.00	402503	
ESSLINE KNOX	33.60	402505	
HEALTH AND WELFARE NO. 2			3,516.24*
GRAMMIER-OBERLE FUNERAL HOME	650.00	402457	
OFFICE DEPOT	125.98	402469	
TIME WARNER COMMUNICATIONS	78.13	402476	
TEXAS ENVIRONMENTAL HEALTH ASSN.	25.00	402478	
MELANCON'S FUNERAL HOME	1,500.00	402506	
ENVIRONMENTAL CONTROL			2,379.11*
AT&T	29.77	402474	
INDIGENT MEDICAL SERVICES			29.77*
KINGS PHARMACY	30.07	402447	
LAGNIAPPE PHARMACY SERVICES LLC	30.00	402516	
MAINTENANCE-BEAUMONT			60.07*
CITY OF BEAUMONT - WATER DEPT.	221.24	402453	
ENTERGY	885.54	402458	
AT&T	71.42	402474	
MAINTENANCE-PORT ARTHUR			1,178.20*
CITY OF PORT ARTHUR - WATER DEPT.	398.91	402454	
AT&T	1,230.91	402474	
TEXAS GAS SERVICE	538.36	402488	
MAINTENANCE-MID COUNTY			2,168.18*
CITY OF NEDERLAND	226.31	402455	
ENTERGY	455.31	402458	
SERVICE CENTER			681.62*
ACTION AUTO GLASS	64.89	402446	
HERNANDEZ OFFICE SUPPLY, INC.	20.20	402460	
KINSEL FORD, INC.	43.14	402463	
PHILPOTT MOTORS, INC.	7.48	402472	
VERIZON WIRELESS	42.00	402483	
VOYAGER FLEET SYSTEM, INC.	30,119.04	402489	
BUMPER TO BUMPER	613.05	402491	
MIGHTY OF SOUTHEAST TEXAS	60.56	402507	
J.C. FAMILY TREATMENT CT.			30,970.36*
STORMY G CRIBB	1,875.00	402498	
LAW LIBRARY FUND			67,711.53**
THOMSON REUTERS-WEST	2,205.71	402511	
JUVENILE TJPC-A-2014-123			2,205.71**
VERIZON WIRELESS	32.00	402483	
JUVENILE PROB & DET. FUND			32.00**
VERIZON WIRELESS	32.12	402483	
COMMUNITY SUPERVISION FND			32.12**
VERIZON WIRELESS	120.54	402483	
UNITED STATES POSTAL SERVICE	28.90	402485	
JEFF. CO. WOMEN'S CENTER			149.44**
VERIZON WIRELESS	32.18	402483	
COUNTY CLERK - RECORD MGT			32.18**

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	111.05	402474	111.05**
CONST. PCT 1 EDUCATION			
CASH ADVANCE ACCOUNT	294.47	402462	294.47**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	151.98	402483	151.98**
HOTEL OCCUPANCY TAX FUND			
VERIZON WIRELESS	37.99	402483	
UNITED STATES POSTAL SERVICE	19.92	402485	
TACVB	375.00	402499	432.91**
AIRPORT FUND			
CITY OF NEDERLAND	790.35	402455	
VERIZON WIRELESS	75.98	402483	866.33**
AIRPORT IMPROVE. GRANTS			
APAC, INC. - TROTTI & THOMSOM	27,150.04	402450	27,150.04**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	15,401.59	402492	15,401.59**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,600.00	402418	
CLEAT	306.00	402419	
JEFFERSON CTY. TREASURER	19,225.00	402420	
RON STADTMUELLER - CHAPTER 13	1,717.50	402421	
INTERNAL REVENUE SERVICE	150.00	402422	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,080.00	402423	
JEFFERSON CTY. COMMUNITY SUP.	10,047.02	402424	
JEFFERSON CTY. TREASURER - HEALTH	426,308.89	402425	
JEFFERSON CTY. TREASURER - PAYROLL	1,620,627.05	402426	
JEFFERSON CTY. TREASURER - PAYROLL	642,835.60	402427	
MONY/MLOA	261.42	402428	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,181.33	402429	
UNITED WAY OF BEAUMONT& N JEFFERSON	134.77	402430	
JEFFERSON CTY. TREASURER - TCDRS	613,642.40	402431	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,881.65	402432	
JEFFERSON COUNTY TREASURER	2,580.84	402433	
JEFFERSON COUNTY - TREASURER -	5,971.63	402434	
NECHES FEDERAL CREDIT UNION	62,075.61	402435	
JEFFERSON COUNTY - NATIONWIDE	53,631.76	402436	
TENNESSEE CHILD SUPPORT	115.38	402437	
NCO FINANCIAL SYSTEMS INC	125.85	402438	
SBA - U S DEPARTMENT OF TREASURY	168.49	402439	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	402440	
U S DEPARTMENT OF TREASURY	293.34	402441	
WILLIAM E HEITKAMP	720.72	402442	
JOHN TALTON	567.69	402443	
IL DEPT OF HEALTCARD AND FAMILY SER	188.31	402444	3,484,555.48**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	189.95	402483	189.95**
MARINE DIVISION			
M&D SUPPLY	22.52	402465	22.52**
			3,604,442.25***

STATE OF TEXAS

**COOPERATIVE PURCHASE AGREEMENT**

COUNTY OF ORANGE

**THIS COOPERATIVE PURCHASE AGREEMENT** made and entered into pursuant to the Interlocal Cooperation Act, (Chapter 791, Texas Government Code, and specifically, 791.025 of the Code). This Agreement is made by and between **Orange County, Texas** (hereinafter referred to as **Orange County** and having its principal place of business at 123 South 6th Street, Orange, Orange County, Texas), and **Jefferson County, Texas** (hereinafter known as Jefferson County, having its principal place of business at **1001 Pearl Street, Beaumont, Texas 77701**).

**RECITALS**

1. Orange County is a legal county organized and existing under the laws of the State of Texas. and Jefferson County, is a legal county organized and existing under the laws of the State of Texas.
2. Orange County has entered into an agreement with Jefferson County.
3. Orange County desires to purchase from Jefferson County term contracts for the purchase of inmate food services utilizing the bids, contracts and renewal of contracts negotiated by Jefferson County with Five Star Correctional Services.
4. Jefferson County hereby agrees to allow Orange County to make purchases against the Jefferson County's contract for the purchase of inmate food services for the benefit of Orange County through the expiration date of the contract.
5. The parties further agree as set forth below:

**I. Legal Authority**

- 1.01. The Parties each warrant and assure the other that it possesses adequate legal authority to enter into this Agreement. The Commissioner=s Court of Jefferson County has authorized the signatory official(s) to enter into this Agreement and bind Jefferson County to the terms of this Agreement and any subsequent amendments hereto. The Commissioners Court of Orange County has authorized the signatory official(s) to enter into this Agreement and bind Orange County to the terms of this Agreement and any subsequent amendments hereto.

**II. Applicable Laws**

- 2.01. The Parties each agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

### **III. Whole Agreement**

- 3.01. This Interlocal Agreement and any Attachments, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **IV. Performance Period And Renewal**

- 4.01. The period of this Interlocal Agreement shall be from December 31, 2014 through June 24, 2015.
- 4.02. This Agreement shall not automatically renew unless both parties renew the Agreement, in writing, prior to the termination of the same.

### **V. Scope of Services**

- 5.01. Orange County, in the interest of its constituents, elects to purchase certain materials from agreements lawfully bid by the formal bid process by Jefferson County as prescribed by Texas State Statutes. Jefferson County accepts no responsibility for the payment for services rendered. Jefferson County will not be liable for the security or condition of material to be purchased.
- 5.02. Specifically, Orange County will utilize the lowest and best bid as awarded to Five Star Correctional Services by Jefferson County for the provision of certain inmate food services. Orange County desires to utilize Five Star Correctional Services for the provision of inmate food services in the Orange County Jail.
- 5.03. Nothing in this contract shall require Orange County to utilize Five Star Correctional Services for provision of inmate food services or other goods or services under the terms of Jefferson County's contract with Five Star Correctional Services.

### **VI. Changes and Amendments**

- 6.01. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement with written amendment hereto, and shall become effective on the day designated by such law or regulation.

### **VII. Termination Procedures**

- 7.01. Either Party may cancel or terminate this Agreement upon fifteen (15) days written notice by certified mail to the other party.

- 7.02. The obligations of Orange County, including its obligation to Jefferson County for all costs incurred under this Agreement, if any, prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by Orange County.
- 7.03. In the event of such termination prior to completion of any sale provided herein, Orange County agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of the Agreement, including penalties, less payment of any compensation previously paid.

**VIII. Severability**

- 8.01. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**IX. Force Majeure**

- 9.01. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party=s control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely Orange County.

This instrument, in **DUPLICATE ORIGINAL**, has been executed by the parties hereto on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**JEFFERSON COUNTY, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Jefferson County Judge**

\_\_\_\_\_  
**Jefferson County Clerk**

**ORANGE COUNTY, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Orange County Judge**

\_\_\_\_\_  
**Orange County Clerk**

STATE OF TEXAS

§

COUNTY OF MONTGOMERY

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24.C

NOV 23 2014

### Interlocal Cooperation Agreement

This Interlocal Cooperation Agreement ("Agreement") is entered into effective the 3rd day of November 2014 ("Effective Date"), by and between the County of Montgomery, a political subdivision of the State of Texas ("County"), the County of Jefferson, a political subdivision of the State of Texas ("Contractor"), and Southwestern Correctional, LLC, doing business as LaSalle Corrections, operator of the Jefferson County Jail and a Texas limited liability company with an address of 26228 Ranch Road 12, Dripping Springs, Texas, 78620 ("Operator"). County, Contractor, and Operator may each hereafter be referred to as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

#### Witnesseth

Whereas, County seeks to provide for the housing and care of certain inmates of County; and

Whereas, Contractor currently has excess capacity and the ability to provide housing and care for such inmates at the Jefferson County Downtown Jail ("Jail"); and

Whereas, Operator currently operates the Jail on behalf of Contractor under the Jefferson County Jail Management Services Contract between Contractor and Operator ("Operation Agreement"); and

Whereas, the Parties desire to enter into this Agreement under which Contractor will provide detention services for inmates of County at the Jail operated and managed by Operator.

Now, therefore, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

#### Article I: Purpose

- 1.01 The purpose of this Agreement is to establish the terms and conditions under which Contractor will provide to County detention services for County inmates at the Jail managed and operated by Operator.

#### Article II: Term

- 2.01 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2015. County and Contractor may renew the Agreement on an annual basis for three additional one-year periods commencing on January 1, 2016 and continuing through December 31, 2018. The Agreement shall renew automatically upon the expiration of the current term unless either County or Contractor provides the other Party with written notice of its desire not to renew the Agreement. Such notice

shall be provided at least ninety days before the expiration of the current term. All agreements between the Parties are set out in this Agreement and oral agreements not contained in this Agreement will not be enforceable against any Party.

2.02 Notwithstanding Article II, Section 2.01 herein, this Agreement will terminate if sufficient funds are not appropriated by the Montgomery County Commissioners Court to meet the County's fiscal obligations herein, or if sufficient funds are not appropriated by the Jefferson County Commissioners Court to meet the Contractor's service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party sixty days' written notice before such termination.

2.03 The Parties agree that, notwithstanding any contrary language herein, either County or Contractor may terminate this Agreement with or without cause by giving the other Party thirty days' written notice of its intention to terminate. Should the Operation Agreement between the Contractor and Operator terminate, this Agreement will terminate immediately.

#### **Article III: Designated Representatives**

3.01 County hereby appoints Captain David Moore, Montgomery County Jail Administrator, as its designated representative under this Agreement

3.02 Contractor hereby appoints Mitch Woods, Jefferson County Sheriff, as its designated representative under this Agreement.

3.03 Operator hereby appoints Rodney Cooper, Executive Director of LaSalle Corrections, as its designated representative under this Agreement.

3.04 A Party may change its designated representative at any time by providing the other Parties with written notice of the change under Article X, Section 10.01 herein.

#### **Article IV: Contractor Obligations**

4.01 Contractor and Operator agree to accept and provide for the secure custody, care, transportation, and safekeeping of inmates of County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"). The Parties agree that any inmate of County shall be eligible for incarceration at the Jail under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in place at the Jail. Contractor understands and agrees that County shall have sole discretion as to the number of inmates of County to send to the Jail, including whether to send any inmates at all, and that County does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, County understands and agrees that Contractor will house County's inmates provide the Jail has available beds.

4.02 Contractor through Operator shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in

the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to County's inmates shall also be in accordance with Contractor's Health Services Plan for Contractor's inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

- 4.03 Contractor through Operator agrees that it is responsible for the transportation of inmates of County to and from the Jail, including but not limited to transportation of inmates to and from court proceedings and hearings; transportation of inmates to the Texas Department of Criminal Justice, Institutional Division, for confinement; and/or transportation of inmates to and from County for any purpose, including non-routine medical services not covered by this Agreement, as provided in Article IV, Section 4.06 herein.
- 4.04 Contractor agrees to provide reasonable medical services to inmates of County only as follows:
- (a) Contractor through Operator shall provide routine medical services to inmates of County in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
  - (b) Contractor through Operator shall provide non-routine medical services to inmates of County, which are necessitated by an emergency or by a life-threatening medical situation, including ambulance transportation or emergency flight if required at the cost of County.

If an inmate of County requires medical services other than those described in Article IV, Section 4.04(a) herein, including but not limited to dental services, optical services, mental health services, and prescription drugs and treatments, Contractor agrees to contact County's designated representative to advise the designated representative of: (i) the identity of the County inmate; (ii) the type of the medical services and/or treatments Contractor has determined the County inmate requires; (iii) any services or treatments the County inmate has received at the Jail in connection with the illness or condition for which Contractor is contacting County's designated representative; (iv) a contact name and telephone number for the representative with Operator that determined the medical services and/or treatments are necessary for the County inmate; and (v) the arrangements which have been made to transport the County inmate back to Montgomery County to receive the medical services and/or treatments. In addition, should a County inmate be hospitalized for any reason at a non-Montgomery County facility, Contractor shall provide County with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the County inmate that is familiar with the County inmate's condition.

- 4.05 Contractor and Operator understand that the detention services to be provided under this Agreement include on basic custodial care and supervision, and do not include any special educational, vocational, or other programs.

- 4.06 Contractor reserves the right for Contractor and/or Operator to review the background of inmates sought to be transferred to the Jail, and County agrees to cooperate with and provide information reasonably requested regarding any such inmate if, in the reasonable judgment of Contractor's designated representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Jail.
- 4.07 Contractor and Operator further agree that should a prisoner be injured while being housed by Contractor, that Contractor and/or Operator will within ten hours notify County of said injury and provide County with copies of all incident reports relating to the injury.
- 4.08 Contractor, subject to the Texas Constitution, the Texas Tort Claims Act, and other applicable State statutes, and Operator shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of Contractor's and/or Operator's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Contractor through Operator in the Jail and including the transfer of prisoners to and from the Jail unless transported by County.
- 4.09 **INDEMNIFICATION.** AS OPERATOR BENEFITS FINANCIALLY FROM THE TERMS OF THIS AGREEMENT, OPERATOR AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY COUNTY AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY COUNTY AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM ANY CAUSE OR CLAIM OR ANY NEGLIGENCE OR WRONGFUL ACT OR FAILURE TO ACT BY OPERATOR OR ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR ITS SUBCONTRACTORS OR ASSIGNS, FOR LIABILITIES THAT ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF OPERATOR IN ITS OPERATION OF THE JAIL UNDER THE OPERATION AGREEMENT OR THIS AGREEMENT. THIS INDEMNITY SHALL NOT COVER ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES CAUSED BY, OR RESULTING FROM, LIABILITIES THAT ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE ACTS OR OMISSIONS OF COUNTY OR ITS OFFICIALS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OR ANY LEGAL ENTITY FOR WHOSE NEGLIGENCE ACTION OR OMISSION COUNTY MAY BE LIABLE. THIS PROVISION DOES NOT AFFECT OR ALLEVIATE ANY DUTIES OF OPERATOR TO CONTRACTOR THAT EXIST UNDER THE OPERATION AGREEMENT SIGNED BETWEEN OPERATOR AND CONTRACTOR.
- 4.10 Contractor shall require Operator to maintain, at a minimum, and Operator agrees to maintain the insurance required in the Operation Agreement, Article IX.

#### Article V: Payment for Services

- 5.01 County agrees to pay Contractor a per diem rate for detention services under this Agreement in the amount of **forty-four dollars and no cents (\$44.00)** for each inmate for each day that detention services are provided from the Effective Date. The Parties agree that a portion of any day shall be computed as a full day under this Agreement and subject to the per diem rate only on the day of arrival of the inmate to the Jail. County shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.
- 5.02 County understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) herein, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for service that are required to be provided under Article IV, Section 4.04(b) herein shall be the responsibility of County.
- 5.03 Contractor and/or Operator agrees to issue a monthly invoice to County addressed to the Montgomery County Auditor at 501 North Thompson, Suite 205, Conroe, Texas, 77301, with a copy to County's designated representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of County under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by Contractor hereunder shall be paid in accordance with Texas Government Code Chapter 2251. If any amount set out in any invoice is disputed by County, the County agrees to notify Contractor in writing of the disputed amount, and the basis for the dispute, within fifteen days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by County until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.
- 5.04 Payments by County to Contractor for the detention service provided under this Agreement must be made from current revenues available to County. The payment of funds under any provision of the Agreement by County is contingent upon an appropriation by County to cover the provisions of the Agreement. Neither County, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of County. The failure of County to appropriate sufficient funds will not cause County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement.

#### Article VI: Records

- 6.01 County agrees to provide Contractor and/or Operator with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of County for each such inmate, including information

regarding any special medication, diet, or exercise regimen applicable to each such inmate.

- 6.02 Upon request, Contractor and/or Operator agrees to provide County with copies of any records or reports maintained by Contractor that are applicable to the particular inmate of County relating to that inmate's detention at the Jail under this Agreement.
- 6.03 The Parties agree that neither Contractor nor Operator shall be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, Contractor shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of County.
- 6.04 County agrees to comply with all of Contractor's booking procedures. Contractor and/or Operator hereby agree to furnish County with a copy of those procedures on, or prior to, execution of this Agreement by Contractor.

**Article VII: Texas Law to Apply**

- 7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in Montgomery County, Texas.

**Article VIII: Legal Construction**

- 8.01 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Article IX: Amendments**

- 9.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement, and duly authorized by the governing bodies of County, Contractor, and Operator.

**Article X: Notices**

- 10.01 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid, and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three days after the time of deposit in the United States mail and shall be effective from such date.

If to County: Montgomery County Judge  
501 North Thompson St.  
Suite 401  
Conroe, Texas 77301

With copy to: Captain David Moore  
Montgomery County Sheriff's Office  
Jail Administrator  
#1 Criminal Justice Drive  
Conroe, Texas 77301

If to Contractor: Jefferson County Judge  
1149 Pearl Street  
Beaumont, Texas 77701

With copy to: Sheriff Mitch Woods  
Jefferson County Sheriff's Office  
1001 Pearl Street  
Beaumont, Texas 77701

If to Operator: Tim Kurpiewski  
LaSalle Southwest Corrections  
26228 Ranch Road 12  
Dripping Springs, Texas 78620

**Article XI: Assignment**

- 11.01 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

**Article XII: Compliance with Laws and Ordinances**

- 12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

**Article XIII: Prior Agreements Superseded**

- 13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk  
Montgomery County, Texas

by Allen K. [Signature] Deput;  
Issued 12-16-14

Article XIV: Multiple Counterparts

14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

Article XV: Parties Bound

15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

[signature page follows]

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk  
Montgomery County, Texas

by Mark Pollock Deputy  
Issued 12-16-14

Executed in multiple counterparts, each of which shall have the full force and effect of an original, on this the \_\_\_\_\_ day of NOV 03 2014, 2014.

COUNTY OF JEFFERSON

COUNTY OF MONTGOMERY

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

\_\_\_\_\_  
Alan B. Sadler, County Judge

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

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

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

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

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

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

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

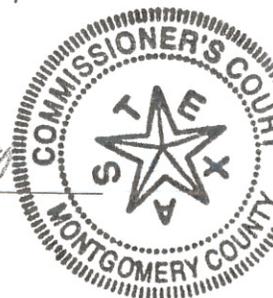
\_\_\_\_\_  
Commissioner Pct. 4

ATTEST:

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Clerk



APPROVED:

APPROVED:

\_\_\_\_\_  
Mitch Woods, Jefferson County Sheriff

\_\_\_\_\_  
David Moore, Jail Administrator

SOUTHWESTERN CORRECTIONAL, LLC

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

I hereby certify that this is a true and correct copy of the original record on file in my office.



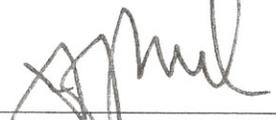
Mark Turnbull, County Clerk  
Montgomery County, Texas

by \_\_\_\_\_ Deput;  
Issued 12-16-14

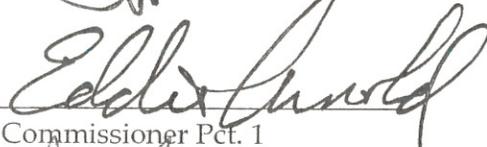
Executed in multiple counterparts, each of which shall have the full force and effect of an original, on this the 24<sup>th</sup> day of NOVEMBER, 2014.

COUNTY OF JEFFERSON

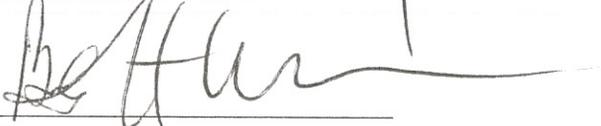
COUNTY OF MONTGOMERY

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

\_\_\_\_\_  
Alan B. Sadler, County Judge

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

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

  
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Commissioner Pct. 2

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Commissioner Pct. 4

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Commissioner Pct. 4

ATTEST:

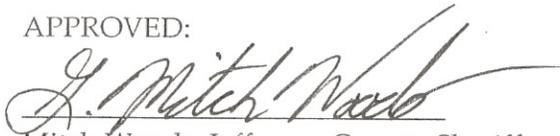
  
\_\_\_\_\_  
County Clerk



ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED:

  
\_\_\_\_\_  
Mitch Woods, Jefferson County Sheriff

APPROVED:

\_\_\_\_\_  
David Moore, Jail Administrator

SOUTHWESTERN CORRECTIONAL, LLC

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

I hereby certify that this is a true and correct copy of the original record on file in my office.



Mark Turnbull, County Clerk  
Montgomery County, Texas

by  Deput.  
Issued 12-16-14

Executed in multiple counterparts, each of which shall have the full force and effect of an original, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY OF JEFFERSON

COUNTY OF MONTGOMERY

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

\_\_\_\_\_  
Alan B. Sadler, County Judge

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

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

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

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Commissioner Pct. 3

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Clerk

APPROVED:

APPROVED:

\_\_\_\_\_  
Mitch Woods, Jefferson County Sheriff

\_\_\_\_\_  
David Moore, Jail Administrator

SOUTHWESTERN CORRECTIONAL, LLC

I hereby certify that this is a true and correct copy of the original record on file in my office.

By: [Signature]



Mark Turnbull, County Clerk  
Montgomery County, Texas

Name: Tim Kuprewski

Title: Director of Finance & Business Operations

by [Signature] Deput.

Date: 11/20/14

Issued 12-9-14

**Form 2201 - Statement of Officer  
(General Information)**

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

**Execution and Delivery Instructions**

The Statement is considered filed once it has been received by this office.

**Mail:** P.O. Box 12887, Austin, Texas 78711-2887.

**Overnight mail or hand deliveries:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

**Fax:** (512) 463-5569.

**Email:** Scanned copies of the executed Statement may be sent to [register@sos.state.tx.us](mailto:register@sos.state.tx.us).

*NOTE: The Statement of Officer form, commonly referred to as the "Anti-Bribery Statement," must be executed and filed with the Office of the Secretary of State before taking the Oath of Office (Form 2204).*

**Commentary**

Article XVI, section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office found in section 1(a) and to subscribe to the anti-bribery statement found in section 1(b) before entering upon the duties of their offices. Local officers must retain the signed anti-bribery statement with the official records of the office. This form is designed for filing the anti-bribery statement by elected and appointed state-level officers.

Elected and appointed state-level officers required to file the anti-bribery statement with the Office of the Secretary of State include members of the Legislature, the Secretary of State, and all other officers whose jurisdiction is coextensive with the boundaries of the state or who immediately belong to one of the three branches of state government. Op. Tex. Att'y Gen. No. JC-0575(2002).

Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

*Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or [register@sos.state.tx.us](mailto:register@sos.state.tx.us).*

Form #2201 Rev. 10/2011

This space reserved for office  
use

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



## STATEMENT OF OFFICER

### Statement

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

Position to Which Elected/Appointed: **Jefferson County Purchasing Agent**

City and/or County: **Beaumont, Jefferson County, Texas**

### Execution

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

Date: **December 11, 2014**

A handwritten signature in blue ink that reads "Deborah L. Clark".

\_\_\_\_\_  
Signature of Officer

STATE OF TEXAS

COUNTY OF JEFFERSON

OATH OF OFFICE

I, Deborah L. Clark, do solemnly swear that I will faithfully execute the duties of the office of County Purchasing Agent in and for Jefferson County of the State of Texas and will to the best of my ability preserve, protect and defend the Constitution and Laws of the United States and of this State: and, I further more solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contribute to, nor promise to contribute money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment.

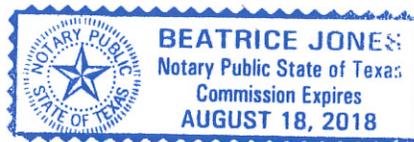


Deborah L. Clark

SUBSCRIBED AND SWORN TO BEFORE ME, at Beaumont, Jefferson County, Texas on this 12<sup>th</sup> day of December, 2014.



Notary Public in and for Jefferson County, Texas



**Special, January 05, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, January 05, 2015