

REGULAR, 9/14/2015 1:30:00 PM

BE IT REMEMBERED that on September 14, 2015, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
September 14, 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
September 14, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **14th** day of **September 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

Immediately following the Commissioners Court meeting: DISTRICT ATTORNEY - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 regarding a contract being negotiated and finding that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 13-013/JW) Term Contract for Janitorial Services for Jefferson County with Member's Building Maintenance for a second additional one (1) year renewal from September 21, 2015 through September 20, 2016.

SEE ATTACHMENTS ON PAGES 8 - 14

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

2. Consider, possibly approve, and authorize the County Judge to execute the application for FAA AIP Grant # 31 in the amount of \$3,373,832.00 with FAA funds providing \$3,036,448.00 and local match providing \$337,384.00. (Grant projects include Runway 12-30 Reconstruction.)

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

3. Consider and approve budget transfer- Road & Bridge Pct.3 - replacement of truck.

113-0309-431-6042	TRUCKS & TRAILERS	\$30,860.00	
113-0302-431-1028	LABORERS		\$30,860.00

SEE ATTACHMENTS ON PAGES 15 - 16

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

4. Consider and approve budget transfer - District Clerk - additional cost for travel.

120-2031-414-5062	TRAVEL EXPENSE	\$144.00	
120-2031-414-4052	POSTAGE		\$144.00

*Notice of Meeting and Agenda and Minutes
September 14, 2015*

SEE ATTACHMENTS ON PAGES 17 - 17

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

5. Consider and approve budget transfer - 279th District Court - additional cost for employees insurance.

120-2038-412-2003	EMPLOYEES' INSURANCE	\$2,000.00	
120-2038-412-1005	EXTRA HELP		\$2,000.00

SEE ATTACHMENTS ON PAGES 18 - 18

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

6. Consider and approve budget transfer - Agriculture - replacement of laptop.

120-4071-461-6002	COMPUTER EQUIPMENT	\$450.00	
120-4071-461-3084	MINOR EQUIPMENT		\$450.00

SEE ATTACHMENTS ON PAGES 19 - 19

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

7. Consider and approve budget transfer - Veteran's - additional cost for postage.

120-8096-419-4052	POSTAGE	\$100.00	
120-8096-419-1005	EXTRA HELP		\$100.00

SEE ATTACHMENTS ON PAGES 20 - 20

**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
September 14, 2015*

8. Consider and approve renewal of Title IV-E Child Welfare and Legal Services contacts with the Texas Department of family and Protective Services. Renewal dates are 10/01/2015 to 09/30/2016.

SEE ATTACHMENTS ON PAGES 21 - 51

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

9. Execute, receive and file Inter-local Agreement between Jefferson County, Texas and the Port Arthur Independent School District regarding the provisions of A.S.A.P. Deputy Constables. The contract period is 10/01/2015 to 09/30/2016.

SEE ATTACHMENTS ON PAGES 52 - 56

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

10. Regular County Bills - check #411705 through check #411958.

SEE ATTACHMENTS ON PAGES 57 - 66

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY CLERK:

11. Consider and possibly approve, execute, receive and file Joint Election Agreement with the City of Port Arthur to conduct a joint election for the November 3, 2015, Constitutional Amendment Election and the City of Port Arthur Special Election.

SEE ATTACHMENTS ON PAGES 67 - 77

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
September 14, 2015*

12. Consider and possibly approve, receive and file Notice of Early Voting Locations and Hours for the November 3, 2015, Joint Election.

SEE ATTACHMENTS ON PAGES 78 - 78

**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 approve countywide polling locations for the November 3, 2015, Joint Election.

SEE ATTACHMENTS ON PAGES 79 - 80

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

14. Consider and possibly approve, execute, receive and file Notice of Election for the November 3, 2015, Joint Election (Constitutional Amendments and City of Port Arthur Special Election).

SEE ATTACHMENTS ON PAGES 81 - 84

**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:

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

Action: TABLED

*Notice of Meeting and Agenda and Minutes
September 14, 2015*

16. Consider holding a (closed) session pursuant to Texas Government Code Section 551.0725 regarding a contract being negotiated and finding that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

17. Consider and possibly approve receive and file the resignation of Jim Rich from the Sabine Neches Navigation District Board of Directors effective Monday, September 14, 2015 as he has relocated out of Jefferson County.

SEE ATTACHMENTS ON PAGES 85 - 85

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

18. Receive and file executed agreement between Jefferson County and Kroger Texas LP to issue motor vehicle license registration stickers which was approved by Commissioner's Court September 8, 2015.

SEE ATTACHMENTS ON PAGES 86 - 95

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

**Jeff R. Branick
County Judge**

CONTRACT RENEWAL FOR IFB 13-013/JW
TERM CONTRACT FOR JANITORIAL SERVICES FOR JEFFERSON
COUNTY

The County entered into a contract with Member's Building Maintenance for one (1) year, from September 23, 2013 to September 22, 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 September 21, 2015 to September 20, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Member's Building Maintenance



(Name)

CONTRACT RENEWAL FOR IFB 13-013/JW
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ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Member's Building Maintenance



(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

IFB 13-013/JW

Term Contract for Janitorial Services for Jefferson County

Awarded: September 23, 2013

Current Pricing (updated 6.29.2015)

Renewal 1: 9/22/2014-9/21/2015

Renewal 2: 9/21/2015-9/20/2016

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Jefferson County Courthouse (Historic) 1149 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 7; Elevators: 3 To be serviced: 5 days/week	\$325.38	\$1,626.90	52	\$84,598.80

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Jefferson County Courthouse (New) 1001 Pearl St., Beaumont Mon-Fri, 3:00 pm – 5:00 pm For 3 rd Floor, District Attorney's Offices Mon-Fri, 5:30 pm – 11:30 pm For All Other Areas in the New Courthouse Floors: 3; Elevators: 3 To be serviced: 5 days/week	\$397.07	\$1,985.35	52	\$103,238.20

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Jefferson County Sheriff's Dept. 1001 Pearl St., Beaumont One employee must be on site Mon-Fri, 8:00 am–noon Floors: 2; Elevators: 0 To be serviced: 5 days/week	\$44.63	\$223.15	52	\$11,603.80

IFB 13-013/JW

Term Contract for Janitorial Services for Jefferson County

Current Pricing (Continued)

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 To be serviced: 3 days/week	\$100.74	\$302.22	52	\$15,715.44

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 To be serviced: 3 days/week	\$62.29	\$186.87	52	\$9,717.24

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 To be serviced: 5 days/week	\$72.45	\$362.25	52	\$18,837.00

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Courthouse (Historic & New) & Beaumont Annexes I, II, IV– day service One employee must be on site Mon-Fri, 9:30 am - 2:00 pm Floors: 7; Elevators: 8 To be serviced: 5 days/week	\$63.23	\$316.15	52	\$16,439.80

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Subcourthouse 525 Lakeshore Dr., Pt Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 2; Elevators: 2 To be serviced: 5 days/week	\$55.76	\$278.80	52	\$14,497.60

IFB 13-013/JW

Term Contract for Janitorial Services for Jefferson County

Current Pricing (Continued)

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Annex I – Port Building 900 Fourth St., Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 2; Elevators: 1 To be serviced: 5 days/week	\$19.65	\$98.25	52	\$5,109.00

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Annex II – Public Health Dept 246 Dallas Ave., Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 To be serviced: 5 days/week	\$41.11	\$205.55	52	\$10,688.60

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Minnie Rogers Juvenile Justice, 5326 Highway 69 S, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 To be serviced: 5 days/week	\$46.55	\$232.75	52	\$12,103.00

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Airport – Main Terminal 6000 Airline Dr., Beaumont At least one employee must be on site Sun-Fri, 8:00 am–8:00 pm Floors: 1; Elevators: 0 To be serviced: 6 days/week	\$152.14	\$912.84	52	\$47,467.68

IFB 13-013/JW**Term Contract for Janitorial Services for Jefferson County****Current Pricing (Continued)**

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Airport – Main Terminal 6000 Airline Dr., Beaumont	\$88.75	\$88.75	52	\$4,615.00
At least one employee must be on site Sat, 8:00 am–3:00 pm Floors: 1; Elevators: 0 To be serviced: 1 day/week				

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Mid-County Office Building 7933 Viterbo Road, Beaumont	\$15.27	\$76.35	52	\$3,970.20
Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 To be serviced: 5 days/week				

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Precinct 2 Service Center 7759 Viterbo Road, Beaumont	\$17.25	\$34.50	52	\$1,794.00
Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 To be serviced: 2 days/week				

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Mid-County Tax Office 4605 Jerry Ware Dr., Beaumont	\$8.98	\$44.90	52	\$2,334.80
Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 To be serviced: 5 days/week				

IFB 13-013/JW
Term Contract for Janitorial Services for Jefferson County
Current Pricing (Continued)

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 To be serviced: 5 days/week	\$64.62	\$323.10	52	\$16,801.20

Member's Building Maintenance

11363 Denton Drive, # 127
 Dallas, TX 75229
 Contact: Eddie Kang
 972-241-8131 phone
 972-241-7691 fax
ekang@membersltd.com

**Jefferson County
Precinct #3**

Memo

To: Fran Lee
From: Kimberly Doyle
CC: Commissioner Sinegal
Date: September 8, 2015
Re: Budget Transfer

Fran,

Due to Unit B-9 a 2006 F-150 Vin #1FTPW12V96FB68821
with 220,010 miles.
Being wrecked (7/23/15) we are needing to replace it.
Attached is Buyboard #430-13 price.

Can you please transfer \$30,859.80

From Acct #113-0302-431-1028 Laborers

and put it into Acct #113-0309-431-~~6~~042 Trucks & Trailers

Thanks for your help,

If you have any questions please give me a call (409) 736-2851

Thank You

Kimberly Doyle
Precinct #3

BUYBOARD #430-13
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT
VENDOR: SILSBEE FORD & SILSBEE TOYOTA
 1211 U.S. HWY 96N
 SILSBEE, TX 77656

End User: JEFFERSON COUNTY PCT # 3 Silsbee Rep: KEN DURBIN
 Contact: JASON CASTILLE MO # 718-2851 Phone/email: KDURBIN.COWBOYFLEET@GMA
 Phone/email: PCT3SUP@CO.JEFFERSON.TX.US Date: Friday, September 04, 2015
 Product Description: 2015 FORD

A. Bid Series: 113 A. Base Price: \$ 17,768.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W1C	CREW CAB UPGRADE	\$ 5,445.00		WHITE EXT / GRAY INT.	
99F	5.0L V-8 ENGINE	\$ 1,595.00		UNIT IN STOCK	
101A	101A UPGRADE PKG.	\$ 2,255.00		CUSTOMER PICK UP	
	XL POWER EQ. GROUP				
	SYNC & BOXLINK				
	CRUISE CONTROL		V	VYNLE SEAT COVERS	\$ 495.00
168	CARPETED FLOORS	\$ 145.00			
86A	XL APPEARANCE PKG.	\$ 775.00			
W	CLOTH 40 / CONSOLE / 40	\$ 295.00			
ALM	ALM TOOL BOX	\$ 645.00			
	MOUNTED ON TOP RAIL OF BED				

Total of B. Published Options: \$ 11,650.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 5.1 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 90.00		
DESTINATION & INSPECTION	\$ 1,166.75		
TAILGATE LOCK & WHEEL LOCKS	\$ 245.00		

Total of C. Unpublished Options: \$ 1,501.75

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.00
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ 95.05
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 0 miles \$ -
- K. Subtotal: \$ 31,459.80
- L. Quantity Ordered 1 x K = \$ 31,459.80
- M. Trade in: 2006 F-150=1FTPW12V96FB68821 MILES 220,010 \$ (1,000.00)
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 30,859.80

**Jefferson County
District Clerk's Office**
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527



Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

**Jamie Smith
District Clerk**

Dear Fran,

I am requesting to transfer \$144.00 from account 120-2031-414-40-52 to account 120-2031-414-5062 to cover travel expenses.

Respectfully,

Jamie Smith
Jefferson County District Clerk

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: SEPTEMBER 8, 2015

The following budget amendment is necessary for 279th District Court for additional cost for employee health insurance. Please call if you have any questions.

120-2038-412-2003	Employee Insurance	\$2,000
120-2038-412-1005	Extra Help	\$2,000

OFFICE OF JEFFERSON COUNTY

MEMORANDUM

TO: Fran Lee, Financial Manager

FROM: 
Starla Garlick, Department Head
Agriculture

DATE: September 9, 2015

SUBJECT: Transfer Funds

Please transfer \$450 from our Minor Equipment account 120-4071-461-30-84 to Computer Equipment 120-4071-461-60-02, to purchase additional laptop for office use.

Thank you.

:pc

**Veteran Service
Office**

Memo

To: Fran Lee
From: Hilary L. Guest
CC:
Date: September 8, 2015
Re: Budget Transfer

I would like to request the following budget transfer at this time. I would like to transfer \$100.00. From Extra Help (acct. # 120-8096-419.10-05) to my postage account (acct. # 120-8096-419.40-52) to cover the cost of the remaining trips required to the VA Regional Office in Houston, TX.

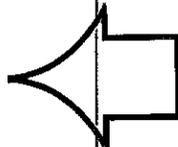
Thank you.



Hilary L. Guest

**Budget for Title IV-E
County Child Welfare Services Contract**

Summary			
		County:	Jefferson
		Contract Number:	23939002
		Budget Effective Date:	10/1/2015-9/30/2016
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Materials and Supplies	\$6,000.00	\$1,288.14	\$4,711.86
A.2. Direct Other Costs	\$7,500.00	\$1,610.18	\$5,889.83
Total Administration	\$13,500.00	\$2,898.32	\$10,601.69
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
Total Training	\$0.00	\$0.00	\$0.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	\$172,500.00	\$98,549.25	\$73,950.75
D. Indirect Costs (if applicable)			
Indirect Cost Base	\$0.00	\$0.00	\$0.00
Grand Total	\$186,000.00	\$101,447.57	\$84,552.44
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:			42.938%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:			57.13%
Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			0.000%
<u>Contractor Certification</u>			
Signature		Date	
Jeff R. Branick, County Judge			
Printed Name & Title			



**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.1. Direct Materials and Supplies			
County:		Jefferson	
Contract Number:		23939002	
Budget Effective Date:		10/1/2015-9/30/2016	
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Recruitment materials and supplies	\$1,000.00	\$214.69	\$785.31
Overhead expenses	\$3,000.00	\$644.07	\$2,355.93
General office supplies	\$2,000.00	\$429.38	\$1,570.62
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$6,000.00	\$1,288.14	\$4,711.86

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.2. Direct Other Costs			
County:		Jefferson	
Contract Number:		23939002	
Budget Effective Date:		10/1/2015-9/30/2016	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Storage room rental	\$2,000.00	\$429.38	\$1,570.62
Citations	\$1,000.00	\$214.69	\$785.31
Birth certificates	\$2,000.00	\$429.38	\$1,570.62
Resource books and publications	\$2,000.00	\$429.38	\$1,570.62
Film	\$500.00	\$107.35	\$392.66
Total Direct Other Costs	\$7,500.00	\$1,610.18	\$5,889.83

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

C. Supplemental Foster Care Maintenance (SFCM)			
County:		Jefferson	
Contract Number:		23939002	
Budget Effective Date:		10/1/2015-9/30/2016	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated FMAP)	Anticipated County Match
Allowances	\$10,000.00	\$5,713.00	\$4,287.00
Clothing	\$120,000.00	\$68,556.00	\$51,444.00
Gifts	\$30,000.00	\$17,139.00	\$12,861.00
Graduation Expenses	\$2,500.00	\$1,428.25	\$1,071.75
Personal Items	\$7,000.00	\$3,999.10	\$3,000.90
School Supplies	\$2,000.00	\$1,142.60	\$857.40
Reasonable Child Specific Travel	\$1,000.00	\$571.30	\$428.70
Total Direct Other Costs	\$172,500.00	\$98,549.25	\$73,950.75

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

Budget Narrative	
	County: <u>Jefferson</u>
	Contract Number: <u>23939002</u>
	Budget Effective Date: <u>10/1/2015-9/30/2016</u>
<p>A. Administration</p> <p><u>A.1. Direct Materials and Supplies</u> Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking expenses.</p> <p><u>A.2. Direct Other Costs</u> Includes citation by publication, costs of documentation to establish identity; resource books and publications for DFPS eligibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events and children.</p> <p>B. Training</p> <p><u>B.1. Title IV-E Training (75%)</u> None anticipated at this time.</p> <p>C. Supplemental Foster Care Maintenance (SFCM) Includes allowances, clothing, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.</p> <p>D. Indirect Costs (if applicable) None anticipated at this time.</p>	



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

September 3, 2015

The Honorable Jeff R. Branick
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

**Subject: FFY 2016 – Title IV-E County Child Welfare Services Annual Review
Contract Number 23939002**

Dear Judge Branick:

Texas Department of Family and Protective Services (DFPS) must comply with federal regulations by conducting an annual review of your Title IV-E contract, which includes the following contract actions.

- Identifying the budget to be used for the new contract period.
- Ensuring documentation of the most current signature designation authority as documented on Form 2031, Signature Authority Designation.
- Obtaining a current Form 4734 Federal Funding Accountability and Transparency Act (FFATA) Certification.

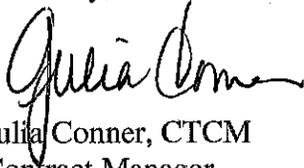
Attached are the documents required to be maintained.

- Budget Form 2030CWIVE
 - Please sign, date and return the Budget Form.
- Federal Funding Accountability and Transparency Act (FFATA) Certification Form 4734
 - Complete and return Form 4734.
- Signature Authority Designation, Form 2031
 - Complete and return; please ensure that each authorized person signs the form.

Return the completed Form 2030CWIVE, Form 4734, and Form 2031 (if any changes) to me by email at julia.conner@dfps.state.tx.us or by fax at 512-276-3080. Keep the originals for your contract record.

If you have any questions regarding the proper completion of the enclosed documents, please contact me at 936-569-5335 or via email at the address above.

Sincerely,

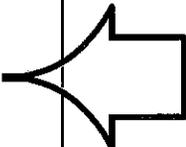
A handwritten signature in black ink, appearing to read "Julia Conner". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Julia Conner, CTCM
Contract Manager

Enclosure(s): Budget for Title IV-E County Child Welfare Services (Form 2030CWIVE),
Signature Authority Designation (Form 2031), Federal Funding Accountability and
Transparency Act (FFATA) Certifications, (Form 4734)

**Budget for Title IV-E
County Legal Services Contract**

Summary			
County:		Jefferson	
Contract Number:		23939003	
Budget Effective Date:		10/1/2015-9/30/2016	
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$228,272.94	\$49,007.92	\$179,265.02
A.2. Direct Personnel Fringe Benefits	\$94,363.32	\$20,258.86	\$74,104.46
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$1,840.00	\$395.03	\$1,444.97
A.5. Direct Equipment	\$3,200.00	\$687.01	\$2,512.99
A.6. Direct Other Costs	\$24,400.00	\$5,238.44	\$19,161.56
Total Administration	\$352,076.26	\$75,587.25	\$276,489.01
B. Training			
B.1. Title IV-E Training (75%)	\$24,250.00	\$7,809.35	\$16,440.65
B.2. Title IV-E Fostering Connections Training (65%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$24,250.00	\$7,809.35	\$16,440.65
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$0.00	\$0.00	\$0.00
Grand Total	\$376,326.26	\$83,396.60	\$292,929.66
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:			42.938%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			0.000%
<u>Contractor Certification</u>			
_____ Signature		_____ Date	
Jeff R. Branick, County Judge			
Printed Name & Title			



**Budget for Title IV-E
County Legal Services Contract**

**Administration
A.1. Direct Personnel Salaries**

County: Jefferson

Contract Number: 23939003

Budget Effective Date: 10/1/2015-9/30/2016

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Chief Assistant District Attorney - Kind	\$9,560.23	100%	12	\$114,722.76	\$24,629.83	\$90,092.93
Assistant District Attorney - Nelson	\$8,056.58	10%	12	\$9,667.90	\$2,075.60	\$7,592.30
Assistant District Attorney - Davis	\$5,517.94	50%	12	\$33,107.64	\$7,107.88	\$25,999.76
Senior Secretary - Jones	\$3,676.18	10%	12	\$4,411.42	\$947.09	\$3,464.33
Senior Secretary - Funchess	\$3,643.68	100%	12	\$43,724.16	\$9,387.14	\$34,337.02
Senior Secretary - McGill	\$3,146.84	50%	12	\$18,881.04	\$4,053.57	\$14,827.47
Senior Secretary - Albanese	\$3,131.69	10%	12	\$3,758.03	\$806.81	\$2,951.22
Total Direct Personnel Salaries				\$228,272.94	\$49,007.92	\$179,265.02

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
<http://www.dfps.state.tx.us/handbooks/Title IV-E County/default.jsp>

**Budget for Title IV-E
County Legal Services Contract**

Administration A.2. Direct Personnel Fringe Benefits			
County:		Jefferson	
Contract Number:		23939003	
Budget Effective Date:		10/1/2015-9/30/2016	
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Retirement	\$40,221.68	\$8,635.19	\$31,586.49
FICA	\$14,152.94	\$3,038.49	\$11,114.45
Medicare	\$3,309.98	\$710.62	\$2,599.36
Health Insurance	\$35,600.21	\$7,643.01	\$27,957.20
Life Insurance	\$404.98	\$86.95	\$318.03
Dental Insurance	\$673.53	\$144.60	\$528.93
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$94,363.32	\$20,258.86	\$74,104.46

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.3. Direct Personnel Travel			
County:		Jefferson	
Contract Number:		23939003	
Budget Effective Date:		10/1/2015-9/30/2016	
Type of Travel Expense <small>Note: only include travel <u>NOT</u> related to personnel training</small>	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
None anticipated at this time.		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$0.00	\$0.00	\$0.00

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title IV_E_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

Please refer to the DFPS Travel Policy for current mileage rates.

**Budget for Title IV-E
County Legal Services Contract**

Administration A.4. Direct Materials and Supplies			
		County:	Jefferson
		Contract Number:	23939003
		Budget Effective Date:	10/1/2015-9/30/2016
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
White Mailing Envelopes	\$500.00	\$107.35	\$392.66
Green 3" Pressboard Folders (90% IV-E Eligible)	\$400.00	\$85.88	\$314.12
Ink Toner Cartridges for Printers (90% IV-E Eligible)	\$750.00	\$161.02	\$588.98
Sharpie Marks-A-Lot Pens	\$40.00	\$8.59	\$31.41
Post-It-Tabs	\$150.00	\$32.20	\$117.80
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$1,840.00	\$395.03	\$1,444.97

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration A.5. Direct Equipment				
County:		Jefferson		
Contract Number:		23939003		
Budget Effective Date:		10/1/2015-9/30/2016		
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Computer Laser Jet Printer	Purchase	\$800.00	\$171.75	\$628.25
Computer Monitor	Purchase	\$400.00	\$85.88	\$314.12
Computer & Accessories with Software	Purchase	\$2,000.00	\$429.38	\$1,570.62
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$3,200.00	\$687.01	\$2,512.99

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.6. Direct Other Costs			
County:		Jefferson	
Contract Number:		23939003	
Budget Effective Date:		10/1/2015-9/30/2016	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Postage Expenses	\$24,000.00	\$5,152.56	\$18,847.44
Software Licenses	\$400.00	\$85.88	\$314.12
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Other Costs	\$24,400.00	\$5,238.44	\$19,161.56

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative

County: Jefferson

Contract Number: 23939003

Budget Effective Date: 10/1/2015-9/30/2016

A. Administration

A.1. Direct Personnel Salaries

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Courtney Davis, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Johanna Funchess: Ms. Funchess provides clerical assistance to Ms. King including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

**Budget for Title IV-E
County Legal Services Contract**

Senior Secretary, Chelsea McGill: Ms. McGill provides clerical assistance to Ms. King in addition to when Ms. Funchess including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 50% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Courtney Davis, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

A.2. Direct Personnel Fringe Benefits

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ◆ FICA at 6.20% of gross salary per month (all employees)
- ◆ Medicare at 1.45% of gross salary per month (all employees)
- ◆ Retirement at 17.62% of gross salary per month (all employees)
- ◆ Health insurance (per *pay period):
 - R. King, B. Jones, C. Davis – Family Coverage at \$562.63
 - J. Funchess, J. Nelson, C. McGill, B. Albanese – Single Coverage at \$275.90
- ◆ Dental insurance at \$7.85 per person per *pay period (all employees)
- ◆ Life insurance (varies according to age and gross salary) per *pay period:
 - B. Jones – estimated \$3.18
 - J. Funchess – estimated \$3.18
 - J. Nelson – estimated \$6.50
 - C. Davis – estimated \$4.80
 - R. King – estimated \$7.39
 - C. McGill – estimated \$2.73
 - B. Albanese – estimated \$2.73

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

**Budget for Title IV-E
County Legal Services Contract****A.4. Direct Materials and Supplies**

- ◆ Ink toner used for printing of CPS case documents and communications.
- ◆ Folders used to store and file documentation related to CPS cases.
- ◆ White envelopes used to send and receive documentation related to CPS cases.
- ◆ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ◆ Post-It Tabs for separating documents in case files maintained.

A.5. Direct Equipment

- ◆ Monitor to replace obsolete equipment.
- ◆ Printer to replace obsolete equipment.
- ◆ Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

A.6. Direct Other Costs

- ◆ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$2,000 per month.
- ◆ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ◆ Software licensing for computer anti-virus software used to protect all CPS computers.

B. Training**B.1. Title IV-E Training (75%)**

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

B.2. Title IV-E Fostering Connections Training (65%)

None anticipated at this time.

B.3. Non-Title IV-E Training (50%)

None anticipated at this time.

C. Indirect Costs (if applicable)

None anticipated at this time.



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

September 3, 2015

The Honorable Jeff R. Branick
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

**Subject: FFY 2016 – Title IV-E County Legal Services Annual Review
Contract Number 23939003**

Dear Judge Branick:

Texas Department of Family and Protective Services (DFPS) must comply with federal regulations by conducting an annual review of your Title IV-E contract, which includes the following contract actions.

- Identifying the budget to be used for the new contract period.
- Ensuring documentation of the most current signature designation authority as documented on Form 2031, Signature Authority Designation.
- Obtaining a current Form 4734 Federal Funding Accountability and Transparency Act (FFATA) Certification.

Attached are the documents required to be maintained.

- Budget Form 2030CLIVE
 - Please sign, date and return the Budget Form.
- Federal Funding Accountability and Transparency Act (FFATA) Certification Form 4734
 - Complete and return Form 4734.
- Signature Authority Designation, Form 2031
 - Complete and return; please ensure that each authorized person signs the form.

Return the completed Form 2030CLIVE, Form 4734, and Form 2031 (if any changes) to me by email at julia.conner@dfps.state.tx.us or by fax at 512-276-3080. Keep the originals for your contract record.

If you have any questions regarding the proper completion of the enclosed documents, please contact me at 936-569-5335 or via email at the address above.

Sincerely,

A handwritten signature in black ink that reads "Julia Conner". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Julia Conner, CTCM
Contract Manager

Enclosure(s): Budget for Title IV-E County Legal Services (Form 2030CLIVE), Signature Authority Designation (Form 2031), Federal Funding Accountability and Transparency Act (FFATA) Certifications, (Form 4734)

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Grant Award Number: PAC 271

Catalog of Federal Domestic Assistance Number (CFDA): 93.658

Did your organization complete the System for Award Management (SAM) registration?

Yes No

Catalog Federal Domestic Assistance (CFDA) Annual Grant Document Number: PAC 271

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 010807535

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No N/A (if entity reports through some other means, state how:)

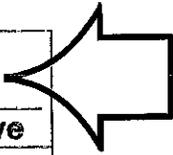
FFATA Certifications

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

contractor entry columns							contractor entry column	
B	C	D	E	F	G	H	I	J
<i>Contractor DUNS number</i>	<i>Contractor DUNS+4 digits as applicable</i>	<i>Primary City</i>	<i>Primary State</i>	<i>9 character zip code</i>	<i>Primary Country</i>	<i>DFPS Contract Number</i>	<i>Contractor Compensated Amount</i>	<i>Contractor Legal Name</i>
008517104	1234	LongTree	TX	087341234	USA	529-11-0001-00001	John Brown:50000; Mary Rudd:50000; Eric Landon:400000; Todd Parker:300000 ;Sally Thompson:300000	Henderson Clinic
					USA			
					USA			
					USA			
					USA			
					USA			
					USA			
					USA			

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.



Jeff R. Branick	
Printed Name of Authorized Representative	Signature of Authorized Representative
County Judge	
Title of Authorized Representative	Date
Jefferson County	23939002 (Child Welfare), 23939003 (Legal)
Legal Name of Contractor	Contract Number

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Jefferson County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Jeff R. Branick
Printed Name

Signature of Authorized Representative

County Judge
Title of Authorized Representative

Date

Jefferson County
Legal Name of Contractor/Potential Contractor

23939002 (Child Welfare), 23939003 (Legal)
Contract or Procurement Number

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that both the printed name and signature is required for each authorized individual.

Patrick Swain
County Auditor
Printed Name Title

Internal Control Structure
Questionnaire and Title
IV-E Billings
Function

Signature

Rebecca Reynolds
Accounting an Grants Manager
Printed Name Title

Internal Control Certification
Function

Signature

Printed Name Title

Function

Signature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Jeff. R. Branick, County Judge
Printed or Typed Name & Title of Contract Signatory

Signature

Signature Authority Designation

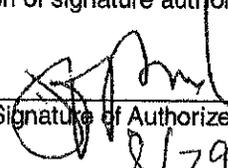
All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Jefferson County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

- Document attached (e.g., from the contractor's governing body)
- Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Jeff R. Branick
Printed Name


Signature of Authorized Representative

County Judge
Title of Authorized Representative

8/29/11
Date

Jefferson County
Legal Name of Contractor/Potential Contractor

23939002 CWS
Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

Signature Authority Designation

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Jefferson County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS.

- Document attached (e.g., from the contractor's governing body)
- Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Jeff R. Branick
Printed Name


Signature of Authorized Representative

County Judge
Title of Authorized Representative

8/29/11
Date

Jefferson County
Legal Name of Contractor/Potential Contractor

23939003 Legal
Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

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

1. PARTIES

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

2. PURPOSE

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

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

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement begins on October 1, 2015 and ends on September 30, 2016, unless terminated sooner in accordance with section 7 of this Agreement.

4. COUNTY'S RIGHTS AND OBLIGATIONS

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

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

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

4.4 The County shall maintain payroll records for the ASAP officers, as a routine course of business. The County shall provide payroll records in electronic form to the District with each invoice forwarded to district for payment.

4.5 The County will provide notice to the school district of any expenses incurred over the annual budgeted amount.

5. DISTRICT'S PAYMENT OBLIGATIONS

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

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

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

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

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

5.6 District agrees to reimburse the County for the purchase of liability automobile insurance to cover expenses and costs associated with the vehicles utilized by the A.S.A.P. officers. The District will be named as an additional insured. The District shall pay any deductible required in addition to damages incurred up to tort limits for accidents occurring while A.S.A.P. deputies are performing duties for PAISD.

6. COUNTY'S PREROGATIVE TO APPOINT DEPUTIES

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

6.2 The District shall participate in an annual evaluation of ASAP officers to assess whether each officer has performed satisfactory services for the District.

6.3 If an ASAP officer is no longer agreeable to District because of performance or other employment related concerns on the part of District officials, then the Superintendent of District shall notify the Constable and give the Constable in writing the specific reason(s) for the concerns. The Constable will timely counsel with and attempt to have those issues properly addressed within seven days. If the ASAP officer's performance and other employment related concerns are not corrected to the satisfaction of District, Superintendent and Constable will meet to discuss and attempt to reach a consensus on the matter.

6.4 In the event any ASAP officer is terminated, the District shall be notified in writing, immediately. The County shall defend against payment of any unemployment benefits to any ASAP officers terminated for cause or who voluntarily terminates his or her employment with the County.

7. TERMINATION AND DEFAULT

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

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

7.3 In the event a dispute arises between the County and District concerning any portion of payment due, the District agrees that only payment of the disputed amount may be retained by the District. The parties' further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

8. NOTICE

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

Jefferson County Commissioners Court
1149 Pearl Street
Beaumont, Texas 77701

Attention: Commissioners Court Clerk

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

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

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

9. MISCELLANEOUS

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

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

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

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

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

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

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

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

SIGNED in triplicate originals this _____ day of _____ 2015.

APPROVED AS TO FORM:

KATHLEEN M. KENNEDY JEFFERSON COUNTY
First Assistant District Attorney

By _____

By _____
Jeff R. Branick - County Judge

PORT ARTHUR INDEPENDENT
SCHOOL DISTRICT

By Thomas Kinlaw
Thomas Kinlaw, Board President

APPROVED AS TO FORM:

APPROVED:

Melody Chappell
Melody Chappell
Attorney for Port Arthur
Independent School District

Dr. Mark Porterie
Dr. Mark Porterie
Superintendent of Schools

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	415.45	411826	415.45**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	263.02	411757	
ENTERGY	791.48	411782	
M&D SUPPLY	173.18	411795	
STAR GRAPHICS SHARP	30.12	411820	
MARTIN MARIEETA MATERIALS	443.30	411949	1,701.10**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	8.94	411743	
CITY OF NEDERLAND	93.90	411761	
GULF COAST AUTOMOTIVE, INC.	19.48	411780	
ENTERGY	919.04	411782	
MUNRO'S	18.45	411798	
STAR GRAPHICS SHARP	42.71	411820	
MOE'S TOOL SERVICE	37.50	411850	
BUMPER TO BUMPER	336.61	411865	
NEW WAVE WELDING TECHNOLOGY	166.85	411891	
ACT PIPE AND SUPPLY	4,462.73	411895	
CLEAN COAST TECHNOLOGIES INC	381.45	411934	
GCR TIRES & SERVICE	10,285.98	411935	16,773.64**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	239.30	411746	
BEAUMONT FRAME & FRONT END	214.80	411750	
FARM & HOME SUPPLY	22.79	411774	
MUNRO'S	34.13	411798	
OIL CITY TRACTORS, INC.	25.11	411801	
STAR GRAPHICS SHARP	63.56	411820	
WALMART COMMUNITY BRC	45.96	411843	
LOWE'S HOME CENTERS, INC.	119.48	411851	
WINDSTREAM	47.16	411875	
BILL WILLIAMS	200.00	411880	
ON TIME TIRE	477.44	411913	
ASCO	668.99	411920	2,158.72**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	25.90	411736	
APAC, INC. - TROTTI & THOMSOM	579.36	411745	
ENTERGY	11.38	411782	
CASH ADVANCE ACCOUNT	907.85	411791	
M&D SUPPLY	112.08	411795	
MUNRO'S	64.02	411798	
SANITARY SUPPLY, INC.	569.79	411810	
TRI-CON, INC.	3,055.41	411825	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	1,181.74	411856	
TAYLOR CAREER CENTER	432.00	411876	
GHX INDUSTRIAL LLC	198.52	411886	
NATALIE ROBERTS	13.48	411889	
ASCO	763.96	411920	
GCR TIRES & SERVICE	1,519.60	411935	9,435.09**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	411820	
TRI-CITY COFFEE SERVICE	154.10	411826	
UNITED STATES POSTAL SERVICE	.42	411845	
BRADLEY STAFFORD	140.16	411916	337.93**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	107.13	411760	
ENTERGY	1,709.59	411782	
AT&T	29.01	411816	1,845.73**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	21.01	411812	
SOUTHEAST TEXAS WATER	281.95	411814	
STAR GRAPHICS SHARP	208.10	411820	
TERRY WUENSCHERL	730.05	411835	
UNITED STATES POSTAL SERVICE	742.51	411845	
UNITED STATES POSTAL SERVICE	9.04	411846	
CINDY SAVANT	216.00	411860	
NEMO-Q	780.00	411923	
ALLISON GETZ	1,105.30	411943	
OPERATION ONE VOTE	60.00	411952	
COUNTY HUMAN RESOURCES			4,153.96*
STAR GRAPHICS SHARP	43.25	411820	
UNITED STATES POSTAL SERVICE	2.43	411845	
AUDITOR'S OFFICE			45.68*
OFFICE DEPOT	367.05	411800	
SOUTHEAST TEXAS WATER	59.90	411815	
STAR GRAPHICS SHARP	60.94	411820	
UNITED STATES POSTAL SERVICE	3.33	411845	
COUNTY CLERK			491.22*
UNITED STATES POSTAL SERVICE	298.94	411845	
UNITED STATES POSTAL SERVICE	47.43	411846	
COUNTY JUDGE			346.37*
REGINA BELL	500.00	411739	
LAIROD DOWDEN, JR.	500.00	411770	
JAN GIROUARD & ASSOCIATES	600.00	411777	
STAR GRAPHICS SHARP	43.25	411820	
UNITED STATES POSTAL SERVICE	2.03	411845	
RISK MANAGEMENT			1,645.28*
STAR GRAPHICS SHARP	31.78	411820	
UNITED STATES POSTAL SERVICE	7.46	411845	
COUNTY TREASURER			39.24*
MANNINGS SCHOOL SUPPLY	42.80	411797	
STAR GRAPHICS SHARP	43.25	411820	
UNITED STATES POSTAL SERVICE	209.53	411845	
LEXISNEXIS- ACCURINT	120.00	411903	
PRINTING DEPARTMENT			415.58*
OLMSTED-KIRK PAPER	803.67	411802	
STAR GRAPHICS COPIERS, INC.	874.59	411817	
STAR GRAPHICS SHARP	314.11	411820	
PURCHASING DEPARTMENT			1,992.37*
STAR GRAPHICS SHARP	43.25	411820	
UNITED STATES POSTAL SERVICE	108.82	411845	
GENERAL SERVICES			152.07*
JEFFERSON CTY. APPRAISAL DISTRICT	211,136.13	411790	
CASH ADVANCE ACCOUNT	160.00	411791	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	411822	
INTERFACE EAP	1,706.10	411833	
TOWER COMMUNICATIONS, INC.	2,435.00	411842	
WALMART COMMUNITY BRC	208.32	411843	
LEXISNEXIS- ACCURINT	258.50	411903	
DYNAMEX INC	206.29	411927	
DATA PROCESSING			218,810.34*
FED EX	12.70	411775	

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	60.94	411820	
LEXISNEXIS- ACCURINT	240.00	411903	313.64*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	411820	
WALMART COMMUNITY BRC	28.68	411843	
UNITED STATES POSTAL SERVICE	109.94	411845	
ALLISON GETZ	169.05	411943	337.79*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	30.12	411820	
SIERRA SPRING WATER CO. - BT	27.37	411847	57.49*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	110.20	411791	
STAR GRAPHICS SHARP	261.30	411820	
UNITED STATES POSTAL SERVICE	259.56	411845	
UNITED STATES POSTAL SERVICE	2.11	411846	
LEXISNEXIS- ACCURINT	480.00	411903	1,113.17*
DISTRICT CLERK			
STAR GRAPHICS SHARP	51.52	411820	
UNITED STATES POSTAL SERVICE	243.38	411845	294.90*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,166.50	411748	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	36,000.00	411749	
DONALD W. DUESLER & ASSOC.	8,333.00	411771	
TRAVIS EVANS	600.00	411772	
EDWARD B. GRIPON, M.D., P.A.	595.00	411779	
MARSHA NORMAND	8,333.00	411799	
STAR GRAPHICS SHARP	31.78	411820	
KEVIN S. LAINE	825.00	411834	
UNITED STATES POSTAL SERVICE	1.32	411845	
ALEX BILL III	800.00	411907	
C. HADEN CRIBBS JR., PC	8,333.00	411911	
STEVEN GREENE	816.18	411925	
MATUSKA LAW FIRM	3,225.00	411931	72,059.78*
58TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	411820	
UNITED STATES POSTAL SERVICE	.42	411845	32.20*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	411820	
UNITED STATES POSTAL SERVICE	6.74	411845	36.86*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	411820	
UNITED STATES POSTAL SERVICE	16.45	411845	46.57*
172ND DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	411820	
BATCHELOR BUSINESS MACHINES	65.35	411955	97.13*
252ND DISTRICT COURT			
DAVID W BARLOW	4,166.50	411748	
MIKE VAN ZANDT	8,333.00	411827	
KEVIN S. LAINE	900.00	411834	
UNITED STATES POSTAL SERVICE	134.90	411845	
LANGSTON ADAMS	800.00	411853	
SUMMER TANNER	150.00	411878	
LINDSEY SCOTT	2,000.00	411946	16,484.40*
279TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	75.00	411741	
THOMAS J. BURBANK, P.C.	325.00	411755	
LINDA C. CANSLER	700.00	411756	
TERRENCE HOLMES	650.00	411787	
LANGSTON ADAMS	75.00	411853	
JOEL WEBB VAZQUEZ	325.00	411863	
TONYA CONNELL TOUPS	75.00	411884	
RONALD PLESSALA	1,050.00	411893	
C. HADEN CRIBBS JR., PC	650.00	411910	
WILLIAM FORD DISHMAN	225.00	411926	
MELANIE AIREY	225.00	411941	4,375.00*
317TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	411820	
UNITED STATES POSTAL SERVICE	.49	411845	
JUDY PAASCH	2,278.33	411866	2,310.60*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	51.32	411820	
UNITED STATES POSTAL SERVICE	114.16	411845	
LEXISNEXIS- ACCURINT	120.00	411903	285.48*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	867.76	411791	
STAR GRAPHICS SHARP	30.12	411820	
UNITED STATES POSTAL SERVICE	1.41	411845	
LEXISNEXIS- ACCURINT	120.00	411903	1,019.29*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	446.90	411800	
CLASSIC FORMS AND PRODUCTS	99.00	411857	
LEXISNEXIS- ACCURINT	120.00	411903	665.90*
JUSTICE COURT-PCT 4			
STAR GRAPHICS SHARP	42.71	411820	
LEXISNEXIS- ACCURINT	120.00	411903	162.71*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	30.12	411820	
CDW COMPUTER CENTERS, INC.	417.09	411836	
UNITED STATES POSTAL SERVICE	29.05	411845	
LEXISNEXIS- ACCURINT	120.00	411903	596.26*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	120.00	411903	120.00*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	480.13	411791	
UNITED STATES POSTAL SERVICE	165.80	411846	
LEXISNEXIS- ACCURINT	120.00	411903	
THOMSON REUTERS-WEST	493.00	411921	1,258.93*
COUNTY COURT AT LAW NO.1			
STAR GRAPHICS SHARP	30.12	411820	30.12*
COUNTY COURT AT LAW NO. 2			
TRAVIS EVANS	250.00	411772	
UNITED STATES POSTAL SERVICE	23.85	411845	
LEXISNEXIS- ACCURINT	60.00	411903	
AMY TOMLINSON	250.00	411953	583.85*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	1,500.00	411740	
DAVID W BARLOW	350.00	411747	
TRAVIS EVANS	300.00	411772	
UNITED STATES POSTAL SERVICE	31.20	411845	
LAURIE PEROZZO	250.00	411901	
LEXISNEXIS- ACCURINT	60.00	411903	
C. HADEN CRIBBS JR., PC	300.00	411910	
DANE DENNISON	250.00	411933	3,041.20*
COURT MASTER			
JUDGE LARRY GIST	626.98	411776	
STAR GRAPHICS SHARP	42.71	411820	
JAMES W. MEHAFFY	3,200.00	411831	
UNITED STATES POSTAL SERVICE	9.88	411845	3,879.57*
MEDIATION CENTER			
STAR GRAPHICS SHARP	30.12	411820	
UNITED STATES POSTAL SERVICE	3.33	411845	33.45*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	411820	136.39*
SHERIFF'S DEPARTMENT			
ENTERGY	1,112.77	411782	
HERNANDEZ OFFICE SUPPLY, INC.	23.00	411786	
KAY ELECTRONICS, INC.	151.50	411794	
AT&T	31.87	411816	
STAR GRAPHICS SHARP	279.27	411820	
UNITED STATES POSTAL SERVICE	1,473.40	411845	
FIVE STAR FEED	66.00	411859	
CODE BLUE	6,000.00	411862	
AMTEC LESS-LETHAL SYSTEMS INC	1,156.25	411938	
TRANSUNION RISK AND ALTERNATIVE	476.00	411940	10,770.06*
CRIME LABORATORY			
OFFICE DEPOT	32.55	411800	
STACEY KOCOT SHETTLE	90.00	411813	
STAR GRAPHICS SHARP	42.71	411820	
AIRGAS SOUTHWEST	223.96	411890	
LIPOMED	94.00	411905	
RDB SERVICES	500.00	411909	983.22*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	8.00	411758	
CITY OF BEAUMONT - WATER DEPT.	21.00	411759	
STAR GRAPHICS SHARP	522.75	411820	
TEXAS GAS SERVICE	442.66	411854	
PCM-G	17,520.00	411897	
WORLD FUEL SERVICES	690.90	411902	
CONSTELLATION NEWENERGY - GAS DIVIS	2,552.43	411919	21,757.74*
JUVENILE PROBATION DEPT.			
BECKER PRINTING COMPANY, INC.	3,474.21	411752	
EDWARD B. GRIPON, M.D., P.A.	450.00	411779	
ELAINE MADOLE	122.47	411796	
STAR GRAPHICS SHARP	91.06	411820	
UNITED STATES POSTAL SERVICE	11.90	411845	
SHANNA CITIZEN	105.23	411852	
NISHA AMIN	1,511.00	411887	
DURWARD MINOR	175.38	411924	
ROXANA MITCHELL	293.25	411948	
CLINEECIA TROTTY	135.70	411950	
KAREN RIGGS	38.53	411954	6,408.73*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
OVERHEAD DOOR CO.	338.00	411803	
AT&T	685.42	411816	
TJJD	300.00	411912	1,323.42*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	953.33	411791	
UNITED STATES POSTAL SERVICE	37.21	411845	
LEXISNEXIS- ACCURINT	120.00	411903	
TELETRAC	142.50	411939	968.04*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	120.00	411903	120.00*
CONSTABLE-PCT 4			
KAY ELECTRONICS, INC.	192.00	411794	
CODE BLUE	308.00	411862	
TRANSUNION RISK AND ALTERNATIVE	70.00	411940	570.00*
CONSTABLE-PCT 6			
STAR GRAPHICS SHARP	30.12	411820	
UNITED STATES POSTAL SERVICE	13.88	411845	
CODE BLUE	100.00	411862	
LEXISNEXIS- ACCURINT	120.00	411903	
TELETRAC	273.26	411939	537.26*
CONSTABLE PCT. 7			
LEXISNEXIS- ACCURINT	120.00	411903	120.00*
CONSTABLE PCT. 8			
LEXISNEXIS- ACCURINT	120.00	411903	120.00*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	248.41	411734	
CONSUMER REPORTS	29.00	411768	
STAR GRAPHICS SHARP	60.94	411820	
WALMART COMMUNITY BRC	24.94	411843	
UNITED STATES POSTAL SERVICE	1.86	411845	
BARBARA EVANS	91.43	411894	
M J EBELING	84.53	411918	541.11*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	38.78	411744	
BROUSSARD'S MORTUARY	1,500.00	411753	
CLAYBAR FUNERAL HOME, INC.	7,995.00	411762	
PETTY CASH - N C WELFARE	147.16	411805	
STAR GRAPHICS SHARP	60.94	411820	
UNITED STATES POSTAL SERVICE	88.34	411845	
TINA CHAMPAGNE	46.00	411892	
LEXISNEXIS- ACCURINT	120.00	411903	
SILSBEE FORD INC	13,300.03	411928	
DISPENSARY OF HOPE LLC	828.00	411937	24,124.25*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	411754	
O.W. COLLINS APARTMENTS	352.89	411765	
ENERGY	70.00	411785	
OFFICE DEPOT	314.94	411800	
STAR GRAPHICS SHARP	73.37	411820	
UNITED STATES POSTAL SERVICE	245.15	411846	
TEXAS GAS SERVICE	28.21	411855	
LEXISNEXIS- ACCURINT	120.00	411903	
SILSBEE FORD INC	13,300.04	411928	16,004.60*
NURSE PRACTITIONER			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	30.12	411820	
MCKESSON MEDICAL-SURGICAL INC	370.37	411837	
EXCEL MEDICAL WASTE LLC	39.90	411945	
			440.39*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	204.99	411742	
COBURN'S, BEAUMONT BOWIE (1)	47.63	411764	
CONSOLIDATED ELECTRICAL DIST, INC.	243.18	411767	
W.W. GRAINGER, INC.	107.20	411778	
ENTERGY	6,504.00	411782	
JOHNSON SUPPLY	743.70	411793	
M&D SUPPLY	773.32	411795	
RALPH'S INDUSTRIAL ELECTRONICS	366.72	411809	
ACE IMAGEWEAR	350.14	411812	
AT&T	647.61	411816	
STAR GRAPHICS SHARP	30.12	411820	
TRANSLOGIC CORPORATION	465.36	411824	
CENTERPOINT ENERGY RESOURCES CORP	65.73	411867	
CENTERPOINT ENERGY RESOURCES CORP	53.79	411868	
BELT SOURCE	31.94	411874	
CUSTOM FLOORING - VIDOR	150.00	411877	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,972.79	411915	
WASTEWATER TRANSPORT SERVICES LLC	248.00	411932	
			13,006.22*
MAINTENANCE-PORT ARTHUR			
CURETON & SON	61.00	411769	
ENTERGY	7,589.58	411782	
STAR GRAPHICS SHARP	61.90	411820	
WALMART COMMUNITY BRC	65.57	411843	
			7,778.05*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	25.54	411761	
ALL-PHASE ELECTRIC SUPPLY	319.98	411766	
ENTERGY	2,629.00	411782	
ACE IMAGEWEAR	28.51	411812	
STAR GRAPHICS SHARP	31.78	411820	
W. JEFFERSON COUNTY M.W.D.	26.13	411828	
			3,060.94*
SERVICE CENTER			
J.K. CHEVROLET CO.	20.48	411788	
JERRY'S AUTOMOTIVE	130.00	411792	
MUNRO'S	125.00	411798	
PHILPOTT MOTORS, INC.	263.80	411806	
SEALS AUTOMATIC TRANSMISSION	128.18	411811	
STAR GRAPHICS SHARP	30.12	411820	
TRI-CON, INC.	9,157.98	411825	
ORANGE COUNTY ASSOCIATION FOR	100.00	411832	
JEFFERSON CTY. TAX OFFICE	7.50	411839	
JEFFERSON CTY. TAX OFFICE	7.50	411840	
JEFFERSON CTY. TAX OFFICE	16.75	411841	
VOYAGER FLEET SYSTEM, INC.	24,243.72	411858	
BUMPER TO BUMPER	211.58	411865	
AIRPORT GULF TOWING LLC	125.00	411872	
MIGHTY OF SOUTHEAST TEXAS	167.44	411908	
			34,311.89*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	411820	
UNITED STATES POSTAL SERVICE	14.25	411845	
UNITED STATES POSTAL SERVICE	19.99	411846	
			108.73*
			480,519.44**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	5.40	411737	
SUPERIOR TIRE & SERVICE	44.59	411743	
CITY OF NEDERLAND	35.49	411761	
ENTERGY	704.94	411782	
JACK BROOKS REGIONAL AIRPORT	495.73	411789	

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	30.12	411820	
WYLIE MANUFACTURING CO.	505.20	411829	
SEARS COMMERCIAL CREDIT	549.99	411849	
INTERSTATE ALL BATTERY CENTER - BMT	99.98	411898	
			2,471.44**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	411820	
			31.78**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	214.75	411848	
			214.75**
SECURITY FEE FUND			
KIRKLAND NESBITT	116.85	411957	
			116.85**
JUVENILE TJPC-A-2014-123			
OFFICE DEPOT	49.35	411800	
VICTORIA COUNTY JUVENILE SERVICES	4,255.00	411888	
			4,304.35**
COMMUNITY SUPERVISION FND			
TEXAS DEPT OF STATE HEALTH SERVICES	230.00	411823	
CDW COMPUTER CENTERS, INC.	184.29	411836	
UNITED STATES POSTAL SERVICE	125.14	411845	
UNITED STATES POSTAL SERVICE	245.63	411846	
LEXISNEXIS- ACCURINT	120.00	411903	
JCCSC	270.00	411906	
SHALON GUIDRY	106.26	411917	
			1,281.32**
JEFF. CO. WOMEN'S CENTER			
CASH ADVANCE ACCOUNT	2,138.13	411791	
KIMBERLY ATKINS	18.00	411804	
STAR GRAPHICS SHARP	31.78	411820	
SUTHERLAND LUMBER CO.	105.98	411821	
BEN E KEITH FOODS	1,184.14	411861	
CENTERPOINT ENERGY RESOURCES CORP	222.65	411869	
JODIE JACKSON	18.00	411958	
			3,718.68**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	209.30	411885	
			209.30**
COMMUNITY CORRECTIONS PRG			
TRACY ROBINSON	133.40	411738	
DAVID POUNCY	69.00	411807	
STAR GRAPHICS SHARP	47.38	411820	
			249.78**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP	47.38	411820	
			47.38**
COUNTY CLK RECORDS ARCHIV			
MANATRON	12,907.51	411882	
			12,907.51**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.52	411845	
			3.52**
CONST. PCT. 2 EDUCATION			
CASH ADVANCE ACCOUNT	576.60	411791	
			576.60**
HOTEL OCCUPANCY TAX FUND			
AT&T	175.88	411816	
EUGENE ANDERSON STUDIOS	1,300.00	411947	
			1,475.88**
DISTRICT CLK RECORDS MGMT			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	86.50	411820	86.50**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	420.00	411914	420.00**
AIRPORT FUND			
COASTAL WELDING SUPPLY	145.31	411763	
THE EXAMINER	200.00	411773	
FED EX	97.36	411775	
ENTERGY	15,212.08	411784	
OFFICE DEPOT	4,099.20	411800	
SANITARY SUPPLY, INC.	577.33	411810	
STAR GRAPHICS SHARP	72.83	411820	
TRI-CON, INC.	1,896.05	411825	
BUBBA'S AIR CONDITIONING	448.75	411830	
E. SULLIVAN ADVERTISING & DESIGN	8,626.47	411838	
UNITED STATES POSTAL SERVICE	7.49	411845	
DISH NETWORK	90.62	411879	
AMERICAN FLAG STORE	412.06	411896	
UNIFIRST HOLDINGS INC	111.70	411899	
EASTERN AVIATION FUELS INC	81,605.66	411936	
SUPPLYWORKS	339.00	411944	
			113,941.91**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	12,429.00	411904	12,429.00**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	19,475.90	411871	
RELIANCE STANDARD LIFE INSURANCE	5,874.86	411873	
CHLIC-CHICAGO	63,349.44	411900	
COMPASS PROFESSIONAL HEALTH SERVICE	6,340.00	411929	
SA BENEFITS SERVICES LLC	38,674.00	411930	
			133,714.20**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	2,000.00	411864	2,000.00**
LIABILITY CLAIMS ACCOUNT			
ENTERGY CLAIMS MANAGEMENT	1,053.88	411951	
FISH & RICHARDSON PC CLIENT TRUSTAC	700.00	411956	
			1,753.88**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,890.76	411870	6,890.76**
SHERIFF'S FORFEITURE FUND			
SUPERCIRCUITS, INC.	249.99	411735	
BEAUMONT TROPHIES	246.30	411751	
			496.29**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,026.00	411705	
CLEAT	324.00	411706	
JEFFERSON CTY. TREASURER	18,085.62	411707	
RON STADTMUELLER - CHAPTER 13	1,465.00	411708	
INTERNAL REVENUE SERVICE	300.00	411709	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,240.00	411710	
JEFFERSON CTY. COMMUNITY SUP.	11,009.77	411711	
JEFFERSON CTY. TREASURER - HEALTH	427,143.58	411712	
JEFFERSON CTY. TREASURER - GENERAL	10.00	411713	
JEFFERSON CTY. TREASURER - PAYROLL	1,628,832.46	411714	
JEFFERSON CTY. TREASURER - PAYROLL	645,760.36	411715	
JEFFERSON CTY. TREASURER	110.61	411716	
MONY/MLOA	198.74	411717	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,021.77	411718	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.77	411719	
JEFFERSON CTY. TREASURER - TCDRS	618,707.33	411720	

NAME	AMOUNT	CHECK NO.	TOTAL
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,756.65	411721	
JEFFERSON COUNTY TREASURER	2,789.85	411722	
JEFFERSON COUNTY - TREASURER -	6,227.44	411723	
NECHES FEDERAL CREDIT UNION	61,285.14	411724	
JEFFERSON COUNTY - NATIONWIDE	54,207.24	411725	
TENNESSEE CHILD SUPPORT	115.38	411726	
SBA - U S DEPARTMENT OF TREASURY	168.49	411727	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	411728	
ECMC	2.50	411729	
WILLIAM E HEITKAMP	720.72	411730	
JOHN TALTON	2,367.69	411731	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	411732	
COLLEGE ASIST	284.09	411733	
			3,502,382.28**
MARINE DIVISION			
COASTAL WELDING SUPPLY	1,464.20	411763	
ENTERGY	529.94	411782	
JACK BROOKS REGIONAL AIRPORT	595.20	411789	
RITTER @ HOME	435.60	411808	
LONG'S TRAILER REPAIR	365.56	411881	
THE DINGO GROUP-PETE JORGENSON MARI	35,226.00	411883	
PALMER POWER	20,778.08	411922	
GALLS LLC	174.00	411942	
			59,568.58**
			4,374,479.64***



JOINT ELECTION AGREEMENT
AND
ELECTION SERVICES CONTRACT
BETWEEN
JEFFERSON COUNTY
AND
THE CITY OF PORT ARTHUR, TEXAS

This agreement, made and entered into, by and between, Jefferson County, hereinafter referred to as “County”, acting herein by and through its County Judge and County Commissioners Court, and the City of Port Arthur, Texas hereinafter referred to as “Political Subdivision”, acting herein by and through its Board.

WHEREAS, County and Entity is required to conduct an election on November 3, 2015;

THIS CONTRACT is made this 14th day of September, 2015, by and between the Political Subdivision of the City of Port Arthur, Texas, hereinafter called “Political Subdivision” and Jefferson County, Texas, by its County Elections Officer, Carolyn Guidry hereinafter called “Contracting Officer,” pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 3, 2015, Joint Election with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 3, 2015, Election. Jefferson County’s certified Hart InterCivic electronic voting equipment is to be used in the November 3, 2015, Joint Election, hereinafter called “Joint Election.”
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners’ Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and

shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax –Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for the Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Contracting Officer shall also publish a joint election notice one time in English and Spanish in Jefferson County newspaper(s).

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the fore-mention for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Joint Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with Jefferson County for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.
- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county which reside in the Political Subdivision jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and times recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day precinct polling locations on the attached Exhibit B for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.
- (d) Prepare, post and publish all required election notices for Political Subdivision except for the joint election notice and the public test notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision as much as possible on early voting times and places and Election Day polling locations.
- (e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun the Political subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Timetable .
- (f) Deliver to Contracting Officer, according to the attached Timetable, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.
- (g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.
- (h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.
- (i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All cost will be assessed and a detailed billed will be rendered within 30 day after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

5. **GENERAL CONDITIONS.**

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, they shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons

not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by August 25, 2015. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

6 DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7 ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between the City of Port Arthur and Jefferson County. This Agreement may be amended only in writing and signed by the parties.

8 NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

CITY OF PORT ARTHUR, TEXAS

Brian McDougal, City Manager
P O Box 1089
Port Arthur, Texas 77641

JEFFERSON COUNTY:

Carolyn L. Guidry, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

City of Port Arthur, Texas

By: _____

Name: Brian McDougal

Title: City Manager

Attest: _____

(seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

Jefferson County, Texas

By: _____

Name: Jeff Branick

Title: County Judge

Attest: _____

(seal)



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 3, 2015, JOINT ELECTION**

(Advicode Locales y horarioparaelecci'onsadelantadasde NOVIEMBRE 3, 2015, de Eleci'on Conjunto)

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse - Main location	1001 Pearl St., Beaumont, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

October 19 - 23 (<i>Octubre 19 - 23</i>)	Monday - Friday (<i>Lunes -Viernes</i>)	8:00 a.m. - 5:00 p.m.
October 24-25 (<i>Octubre 24-25</i>)	Saturday - Sunday (<i>Sábado- Domingo</i>)	CLOSED *****
October 26 – 28 (<i>Octubre 28 – 28</i>)	Monday – Wednesday (<i>Lunes – Miércoles</i>)	8:00 a.m. - 5:00 p.m
October 29 – 30 (<i>Octubre 29 – 30</i>)	Thursday – Friday (<i>Jueves – Viernes</i>)	7:00 a.m. - 7:00 p.m

Exhibit A

Exhibit B

Día de las elecciones
Generales, Especial Y Eleccion Conjunta
del 03 noviembre de 2015

Election Day
November 3, 2015
General, Special and Joint Election

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
<i>ALL (todos)</i>	Amelia Elementary School	565 S. Major Dr	Beaumont, TX
<i>ALL (todos)</i>	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX
<i>ALL (todos)</i>	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX
<i>ALL (todos)</i>	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX
<i>ALL (todos)</i>	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX
<i>ALL (todos)</i>	Dishman Elementary	3475 Champions Dr.	Beaumont, TX
<i>ALL (todos)</i>	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX
<i>ALL (todos)</i>	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX
<i>ALL (todos)</i>	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX
<i>ALL (todos)</i>	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX
<i>ALL (todos)</i>	Hebert Library	2025 Merriman St.	Port Neches, TX
<i>ALL (todos)</i>	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX
<i>ALL (todos)</i>	Groves Elementary	3901 Cleveland Ave.	Groves, TX
<i>ALL (todos)</i>	Nederland City Hall	207 N 12th Street	Nederland, TX
<i>ALL (todos)</i>	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX
<i>ALL (todos)</i>	JP4 BLDG	19217 FM 365	Beaumont, TX
<i>ALL (todos)</i>	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX
<i>ALL (todos)</i>	Bob Henson Building	1903 Atlanta	Nederland, TX
<i>ALL (todos)</i>	Port Neches City Hall	1005 Merriman	Port Neches, TX
<i>ALL (todos)</i>	West Groves Education Center	5840 W. Jefferson Blvd.	Groves, TX
<i>ALL (todos)</i>	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
<i>ALL (todos)</i>	El Vista Community Center	615 Ellias St.	Port Arthur, TX
<i>ALL (todos)</i>	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
<i>ALL (todos)</i>	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX
<i>ALL (todos)</i>	O.W. Collins Apartment Complex	4440 Gulfway Dr.	Port Arthur, TX
<i>ALL (todos)</i>	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX
<i>ALL (todos)</i>	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX
<i>ALL (todos)</i>	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX

<i>ALL (todos)</i>	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
<i>ALL (todos)</i>	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX
<i>ALL (todos)</i>	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX
<i>ALL (todos)</i>	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX
<i>ALL (todos)</i>	Dr. Mae Jones Clark	3525 Cleveland	Beaumont, TX
<i>ALL (todos)</i>	Hamshire Community Building	12393 2nd St.	Hamshire, TX
<i>ALL (todos)</i>	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX
<i>ALL (todos)</i>	MLK Middle School	1400 Avenue A	Beaumont, TX
<i>ALL (todos)</i>	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX
<i>ALL (todos)</i>	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX
<i>ALL (todos)</i>	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX
<i>ALL (todos)</i>	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX

The Political Subdivision agrees that timing is critical, and lack of adherence to this Timetable without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

School Districts must adhere to all deadlines, even if on holiday breaks.

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one joint election notice in English and Spanish.

AUGUST 1, 2015

Each Political subdivision is responsible for validating with the Voter Registrar prior to February 1, 2013, the boundaries for their voting precincts are correct and supply the Contracting Officer with a map of such boundaries.

SEPTEMBER 2, 2015

Candidate filing deadline and **write-in declaration filing** deadline at 5:00 PM unless otherwise provided by statute.*

Deadline to **order an election** unless otherwise provided. Please forward a copy of your Order of Election to Contracting Officer.

*Please schedule ballot drawing as soon as possible and email BALLOT FORMAT AND ORDER of candidates on ballot.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

SEPTEMBER 7, 2015 12:00PM

Deadline to notify guidry@co.jefferson.tx.us , whether or not Political Subdivision has a **contested election**. Political subdivision will not be included in the Joint Election if we do not receive notice.

Deadline to send **candidate names**, including **write-in candidates**.

Deadline to email guidry@co.jefferson.tx.us any **candidate withdrawals** or **election cancellation**.

Deadline to send **order of candidates on ballot**. We prefer to receive it sooner if it is available.

Last day to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** and **Joint Election Agreement** by mail, delivery, or email guidry@co.jefferson.tx.us.

Deadline to receive **copy of Order of Election**.

Mail: P. O. Box 1150, Beaumont, TX 77704-1151

Deliver: 1149 Pearl, Beaumont, Texas 77701

If you need additional time because of meeting schedules, please notify us.

Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during a School Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.

SEPTEMBER 14, 2015

Deadline to send **phonetic pronunciations** of all candidate names that are not obvious, which will be used for the ballot audio recording.

First day to accept applications for early voting ballots by mail (last day is **SEPTEMBER 1, 2015**).

Carolyn Guidry will be named as Early Voting Clerk to receive applications. If you receive applications directly, they must be hand delivered or faxed to Carolyn Guidry on the day of receipt. If faxed, the original

application must also be mailed to Contracting Officer. All Annual applications must be made available to the Early Voting Clerk.

OCTOBER 5, 2015

Last day to register to vote for the **NOVEMBER 3, 2015** Election.

OCTOBER 6, 2015 - 9:00 AM

Public Logic & Accuracy Test of Automatic Tabulating Equipment held at Central Counting Station, 7963 Viterbo Rd., Beaumont, Texas 77705.

OCTOBER 19 - 30, 2015 (NO WEEKEND VOTING)

Early Voting Period

NOVEMBER 3, 2015

If applicable, the political subdivision shall post notice at the entrance to any polling place from Political Subdivision's preceding election that is different from the polling place used for the NOVEMBER 4, 2014 election and provide the location of the new polling place pursuant to Texas Election Code Section 43.062.

TUESDAY, NOVEMBER 3, 2015- 7:00 AM to 7:00 PM

Election Day

NOVEMBER 9, 2015

DEADLINE TO RECEIVE ALL OVERSEAS BALLOTS AND ANY PROVISIONAL BALLOTS TO BE CURED.

Canvass Dates

TBD



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
NOVEMBER 3, 2015, JOINT ELECTION**
(Constitutional Amendment Election and City of Port Arthur Special Election)

*AVISO DE LOCALIZACIONES Y DE HORAS DE VOTACIÓN ADELANTADA POR
NOVIEMBRE 3, 2015, ELECCIÓN CONJUNTA*
(Enmienda constitucional elecciones y elección especial ciudad de Port Arthur)

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse - Main location	1001 Pearl St., Beaumont, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Drive, Port Arthur, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

October 19 - 23 <i>(Octubre 19 - 23)</i>	Monday - Friday <i>(Lunes - Viernes)</i>	8:00 a.m. - 5:00 p.m.
October 24 - 25 <i>(Octubre 24 - 25)</i>	Saturday - Sunday <i>(Sábado - Domingo)</i>	CLOSED
October 26 - 28 <i>(Octubre 26 - 28)</i>	Monday - Wednesday <i>(Lunes - Miercoles)</i>	8:00 a.m. - 5:00 p.m..
October 29 - 30 <i>(Octubre 29- 30)</i>	Thursday - Friday <i>(Jueves - Viernes)</i>	7:00 a.m. - 7:00 p.m.

Election Day Polling Places			
Precincts (precintos)	(Localizaciones)	ADDRESS (Dirección)	
<i>ALL (todos)</i>	Amelia Elementary School	565 S. Major Dr	Beaumont, TX
<i>ALL (todos)</i>	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX
<i>ALL (todos)</i>	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX
<i>ALL (todos)</i>	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX
<i>ALL (todos)</i>	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX
<i>ALL (todos)</i>	Dishman Elementary School	3475 Champions Dr.	Beaumont, TX
<i>ALL (todos)</i>	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX
<i>ALL (todos)</i>	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX
<i>ALL (todos)</i>	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX
<i>ALL (todos)</i>	Roy Guess Elementary School	8055 Voth Rd.	Beaumont, TX
<i>ALL (todos)</i>	Hebert Library	2025 Merriman St.	Port Neches, TX
<i>ALL (todos)</i>	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX
<i>ALL (todos)</i>	Groves Elementary School	3901 Cleveland Ave.	Groves, TX
<i>ALL (todos)</i>	Nederland City Hall	207 N 12th Street	Nederland, TX
<i>ALL (todos)</i>	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX
<i>ALL (todos)</i>	JP4 BLDG	19217 FM 365	Beaumont, TX
<i>ALL (todos)</i>	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX
<i>ALL (todos)</i>	Bob Henson Public Works Building ****	1903 Atlanta	Nederland, TX
<i>ALL (todos)</i>	Port Neches City Hall	1005 Merriman	Port Neches, TX
<i>ALL (todos)</i>	West Groves Education Center	5840 W. Jefferson Blvd.	Groves, TX
<i>ALL (todos)</i>	DeQueen Elementary School	740 DeQueen Blvd.	Port Arthur, TX
<i>ALL (todos)</i>	El Vista Community Center	615 Ellias St.	Port Arthur, TX
<i>ALL (todos)</i>	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
<i>ALL (todos)</i>	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX
<i>ALL (todos)</i>	O.W. Collins Apartment Complex	4440 Gulfway Dr.	Port Arthur, TX
<i>ALL (todos)</i>	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX
<i>ALL (todos)</i>	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX
<i>ALL (todos)</i>	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
<i>ALL (todos)</i>	Travis Elementary School	1115 Lakeview Ave.	Port Arthur, TX
<i>ALL (todos)</i>	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX

Election Day Polling Places			
Precincts (precintos)	(Localizaciones)	ADDRESS (Dirección)	
<i>ALL (todos)</i>	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX
<i>ALL (todos)</i>	Charlton-Pollard Elementary School	825 Jackson St.	Beaumont, TX
<i>ALL (todos)</i>	Dr. Mae Jones Clark Elementary School	3525 Cleveland	Beaumont, TX
<i>ALL (todos)</i>	Hamshire Community Building	12393 2nd St.	Hamshire, TX
<i>ALL (todos)</i>	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX
<i>ALL (todos)</i>	MLK Middle School	1400 Avenue A	Beaumont, TX
<i>ALL (todos)</i>	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX
<i>ALL (todos)</i>	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX
<i>ALL (todos)</i>	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX
<i>ALL (todos)</i>	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX
	**** Denotes Location change (<i>Denota el cambio de lugar de votación</i>)		

**NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)**

To the Registered Voters of Jefferson County, Texas (*a los votantes registrados del Condado de Jefferson, Texas:*)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on November 3, 2015, for voting in a special election: **Constitutional Amendment Election to adopt or reject the proposed Constitutional Amendments as submitted by the 84th Legislature, Regular Session, of the State of Texas and Joint Special Election with City of Port Arthur.** (*Notifíquese, por las presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 3 de Noviembre de 2015 para votar en la Elección Especial: para Elección Enmienda Constitucional para adoptar o rechazar las enmiendas constitucionales propuestas así como fueron sometidas por la 84th Legislatura Sesión Regular, del Estado de Texas y Elección Especial conjunta con ciudad de Port Arthur.*)

LOCATION(S) OF POLLING PLACES (*DIRECCION(ES) DE LAS CASILLAS ELECTORALES*):

Countywide Polling Places are in effect for this election. A registered voter in Jefferson County may vote at any Election Day polling location. Voting in the precinct where registered is not required.

(Lugares de votación del condado están en efecto para esta elección. Un votante registrado en el Condado de Jefferson puede votar en cualquier lugar del día de las elecciones electorales. La votación en el recinto donde registrado no es necesario.)

***** Denotes Polling Location Change (***** Denota el cambio de lugar de votación)

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
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October 29 - 30 <i>(Octubre 29- 30)</i>	Thursday - Friday <i>(Jueves - Viernes)</i>	7:00 a.m. - 7:00 p. m.

Applications for ballot by mail must be submitted to the early voting clerk by mail, common or contract carrier; telephonic facsimile machine, or electronic transmission of a scanned application containing an original signature.
(Solicitudes de voto por correo deben ser sometidos a la votación adelantada por correo común o portador de contrato; telefónica fax o transmisión electrónica de una solicitud escaneada conta.)

Jefferson County Clerk's mailing address:

(Dirección correo electrónico del Secretario del Condado de Jefferson:)

Carolyn L. Guidry, Jefferson County Clerk
P.O. Box 1151
Beaumont, TX 77704-1151

Jefferson County Clerk's email address:

(Dirección de correo electrónico del Secretario del Condado de Jefferson:)

countyclerk@co.jefferson.tx.us

Jefferson County Clerk's fax number:

(Número de fax del Secretario del Condado de Jefferson:)

409-839-2394

Jefferson County Clerk's physical address:

(Dirección física del Secretario del Condado de Jefferson:)

Carolyn L. Guidry, Jefferson County Clerk
1085 Pearl Street
Beaumont, TX 77701

Applications for ballots by mail must be received no later than the close of business on **10/23/15**.

*(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el **10/23/15**.)*

Issued this the _____ day of _____, 20 _____.

(Emitida este día _____ de _____, 20 _____.)

Signature of County Judge
(Firma del Juez del Condado)

RECEIVED SEP 10 2015

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



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

*Eddie Arnold
Jefferson County
Commissioner Pct. #1*

September 10, 2015

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for September 14, 2015.

Consider and possibly approve receive and file the resignation of Jim Rich from the Sabine Neches Navigation District Board of Directors effective Monday, September 14, 2015 as he has relocated out of Jefferson County.

Thank you,

Eddie Arnold
County Commissioner, Pct. #1

- E. The parties agree that the Tax Assessor-Collector may audit the Distributor's books and records as they pertain to this Agreement at any time during the Tax Assessor-Collector's normal business hours.
- F. The Distributor shall comply with the requirements of the WebAgent System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.
- G. The Distributor shall designate one management employee per location as the liaison between the Distributor and the Tax Assessor-Collector ("Designated Liaison"). The Designated Liaison will sign an oath of deputation on behalf of the Distributor to be given by the Tax Assessor-Collector. It is the responsibility of the Designated Liaison to personally approve all Distributor employees who will have access to the Stickers under the Distributor's deputation. It is the further responsibility of the Designated Liaison to notify in writing the Tax Assessor-Collector of each such employee's identity before permitting that employee's contact with these Stickers. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the employees approved by the Designated Liaison. The Distributor shall be responsible for all acts of the Designated Liaison and the employees approved by the Designated Liaison.
- H. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of Stickers until such officer, agent, or employee has been approved by the Designated Liaison and identified in writing to the Tax Assessor-Collector.
- I. The Designated Liaison will inventory Stickers prior to accepting delivery. The Distributor assumes full liability for the safekeeping of all Stickers furnished by the Tax Assessor-Collector to the Designated Liaison. Tax Assessor-Collector will notify Distributor in writing of any Stickers missing or otherwise unaccounted for and of any cash shortages immediately, and the Distributor shall have up to seven (7) days to research and rectify any discrepancies before payment is made. The Distributor agrees to pay for any Stickers missing or otherwise unaccounted for.
- J. Under no circumstances shall the Distributor keep the Stickers at any location other than the place(s) of business listed on the attached Exhibit A.
- K. The Distributor agrees to sell Stickers only to persons presenting a renewal notice issued by the State of Texas, Department of Motor Vehicles Title and Registration, and only to make such sales on validations that are due in the current and succeeding month (e.g.: during March, only Stickers for the months of March and April). The Distributor also agrees to sell Stickers only to the owners of the vehicles for which the renewal notice was issued. The Distributor shall require each person to whom a sticker is sold to present a valid photo identification issued by the State of Texas or the United States to verify that person's identity.

- L. To guarantee the faithful performance of the duties of the Distributor hereunder and to ensure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the Tax Assessor-Collector, the Distributor agrees to post a surety bond for each business location in an amount not less than the amount set forth by the Tax Assessor-Collector on the attached Exhibit A (the "Bond"). The Bond shall be issued by a surety company or financial institution acceptable to the Tax Assessor-Collector and shall name the Jefferson County Tax-Assessor Collector as an obligee on the Bond. If the Distributor should open additional outlets or facilities during this Agreement, a new fully executed bond shall be required for each new location. The Bonds shall be in the form attached hereto as Exhibit C and they shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed, and sealed with the corporate embossed seal, to the Bond) authorizing the attorney in fact who signs the Bonds to commit the Distributor to the terms of the Bonds, and stating any limit in the amount for which the attorney can issue a single bond.
- M. The Bonds shall remain in full force and effect during the term of this Agreement or any renewals or extensions of this Agreement and, if any of the Bonds should expire or otherwise be terminated during such time, the Distributor shall either renew the bond or obtain a new bond prior to the bond's expiration or termination. **IF, FOR ANY REASON, THE BONDS ARE NOT HONORED BY THE SURETY OR IF THE DISTRIBUTOR FAILS TO EITHER RENEW THE BONDS OR OBTAIN A NEW BOND PRIOR TO ITS EXPIRATION OR TERMINATION, THE DISTRIBUTOR SHALL, TO THE EXTENT ALLOWED UNDER TEXAS LAW, FULLY INDEMNIFY AND HOLD THE TAX ASSESSOR-COLLECTOR AND THE COUNTY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS, OR LIABILITIES THEY INCUR AS A RESULT.**
- N. The Distributor agrees to submit weekly reports for the prior week's activities, which shall accurately set forth the number of Stickers sold, the number of Stickers voided, the number of Stickers missing, the Sticker series numbers issued, and any other information of which the Tax Assessor-Collector shall, from time to time, deem reasonably necessary (the "Weekly Reports"). The Weekly Reports shall be submitted on forms to be provided by the Tax Assessor-Collector and be in accordance with any written instructions of the Tax Assessor-Collector each week on **Monday at or before 11:00 a.m. If a Monday falls on a County holiday, the Weekly Reports shall be delivered at 11:00 a.m. on the next business day that is not a County holiday.** With each Weekly Report, the Distributor shall also simultaneously submit an ACH payment to the Tax Assessor-Collector for the total correct amount of all motor vehicle registration fees collected during the prior week. The Distributor's payment shall not include the Distributor's one dollar (\$1.00) per registration fee. **If a Monday falls on a County holiday, the Weekly Reports and payment shall be delivered to the Tax Assessor-Collector at or before 11:00 a.m. on the next business day that is not a County holiday.**

- O. The Distributor agrees to promptly and without delay correct, clarify, and resubmit in its entirety any report which is not in order and which does not balance or conform to the requirements of the Tax Assessor-Collector.
- P. The Distributor agrees to use and report all Stickers in numerical sequence and return all unused or damaged Stickers to the Tax Assessor-Collector in a timely fashion. Any missing Stickers that are not reported must be paid for by the Distributor at the value arrived at by the Tax Assessor-Collector for that period. Furthermore, the Distributor agrees to be fully responsible for any shortages that appear on the Weekly Reports.
- Q. The Distributor will have up to seven (7) business days to research and rectify any discrepancies that appear in any report required hereunder and to locate any missing or unaccounted for Stickers. If, within the said seven (7) days, the Distributor is unable to locate any missing or unaccounted for Stickers, the Distributor agrees to promptly pay for such missing and/or unaccounted for Stickers, as well as any shortages in fees.
- R. Distributor shall either transmit funds via ACH or issue a company check or money order (as agreed in advance by the parties) to the Tax Assessor-Collector for the full amount of fees due for each reporting period. Said ACH funds transfers or company check/money order shall not include the one dollar (\$1.00) processing fee Distributor charges and collects as compensation for providing services of issuance of Stickers. If, with seven (7) business days from the date payment is due, the Distributor fails to pay the Tax Assessor-Collector for any amount owing under this Agreement, the Tax Assessor-Collector may, in addition to seeking any other remedies available hereunder or under the law, suspend this Agreement and not issue any additional Stickers until such time that all sums owed are paid. Personal checks will not be accepted by the Tax Assessor-Collector as payment. Distributor may accept personal checks for the payment of fees and Stickers, but Distributor assumes all risk associated with accepting such form of payment. Distributor shall remain obligated to pay the Tax Assessor-Collector for all Stickers issued and all fees that Distributor is required to collect whether or not such amounts were, in fact, collected by Distributor.
- S. If Distributor is not a publicly traded entity, Distributor shall promptly report any changes in its ownership to the Tax Assessor-Collector. Distributor may not assign or transfer its interest in or obligations under this Agreement without the prior written consent of the Tax Assessor-Collector. If the Tax Assessor-Collector consents to the Distributor's assignment or transfer of interest, the Distributor's successor or assignee shall be required to execute a new agreement. Furthermore, in the event that the Tax Assessor-Collector consents to the Distributor's assignment or transfer of interest, an audit of any Stickers on hand shall be conducted and a final closing report shall be created and submitted by the Distributor to the Tax Assessor-Collector prior to the transfer of any interest or assignment. Any and all fees owing by the Distributor shall be tendered to the Tax Assessor-Collector prior to the Distributor's assignment or transfer of its interest in or obligations under this Agreement.
- T. The Distributor acknowledges that the Tax Assessor-Collector's records must be kept current at all times during this Agreement and that both the bonding company and the Tax

Assessor-Collector must be promptly advised of any changes that may affect the bond during the term of this Agreement.

- U. The Distributor agrees to promptly notify the Tax Assessor-Collector whenever an employee ceases to have approval of the Designated Liaison to access the Stickers. Whenever a Designated Liaison is replaced by another Designated Liaison, the new Designated Liaison must be deputized and bonded prior to assuming duties in relation to the subject matter of this Agreement.
- V. The Distributor agrees to provide the authorized representatives of the Tax Assessor-Collector, the Texas Department of Transportation, the Jefferson County Auditor's Office, and/or the County's outside audit firm, when necessary, reasonable access to the area wherein the Stickers are stored and sold, and provide the necessary assistance reasonably requested in auditing the Stickers.
- W. The Distributor is subject to audit by the Tax Assessor-Collector, the Jefferson County Auditor, the Texas Department of Transportation, the Comptroller of the State of Texas, and/or any Certified Public Accountant designated by any one or more of the same, at any time during normal business hours of the Distributor without prior notification, or at any other time or place in Jefferson County, Texas, as mutually agreed to by the parties, upon 24 hours notification. If the audit is to be conducted at any place other than the place(s) of business of the Distributor, as designated in the attached Exhibit A, the Distributor's Designated Liaison shall be present and shall make available, at the place of the audit, all Stickers, reports, forms, and/or any other information and documentation reasonably required by the above referenced offices and entities.
- X. If any audit or report of the Distributor discloses that any Stickers or funds are missing or are otherwise unaccounted for and Distributor is unable to cure such breach within seven (7) days of written notice from the Tax Assessor-Collector, the Tax Assessor-Collector shall be entitled to collect on the Bond(s) for payment and apply the proceeds there from against the actual damages incurred by the Tax Assessor-Collector or any of its agents, employees, or public officials. If this Agreement is terminated by the Tax Assessor-Collector for breach by the Distributor and the Distributor fails to return all Stickers or funds within twenty-four (24) hours, excluding weekends and holidays, after the Distributor's receipt of the Tax Assessor-Collector's notice of termination, the Tax Assessor-Collector shall be entitled to retain the entire proceeds of the Bond(s) as liquidated damages in addition to availing itself of any other remedies available hereunder or under the law.

ARTICLE 2. TERM AND TERMINATION OF AGREEMENT

- A. Term. The term of this Agreement shall commence upon the Tax Assessor-Collector's receipt of both a fully executed original copy of this Agreement and the fully executed Bonds (the fully executed Bonds shall be accompanied by a Valid Power-of-Authority issued by the surety company and attached, signed, and sealed with the corporate

embossed seal to the Bonds authorizing the attorney in fact who signs the Bonds to commit the Distributor to the terms of the Bonds, and stating any limit in the amount for which the attorney can issue a single bond); and shall continue for a period of one year. This Agreement shall automatically renew annually thereafter.

- B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. Within seven (7) days after the date of termination, the Distributor shall return to the Tax Assessor-Collector all outstanding Stickers, full payment of all undisputed fees owed to the Tax Assessor-Collector, and a final report.
- C. Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that, unless the Event of Breach is cured within seven (7) days of receipt of the written notice, additional steps may be taken to terminate this Agreement. If the breaching party does not cure the breach to the satisfaction of the other party within seven (7) days, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, immediately terminate this Agreement.
1. Termination due to Distributor's Breach. Upon termination of this Agreement by the Tax Assessor-Collector for breach by Distributor, the Distributor shall, at Distributor's sole expense and within 24 hours, excluding weekends and holidays, after Distributor's receipt of the Tax Assessor-Collector's notice of termination, return to the Tax Assessor-Collector all outstanding Stickers and full payment of all undisputed fees owed to the Tax Assessor-Collector, along with a final report.
 2. Termination due to Tax Assessor-Collector's Breach. Upon termination of this Agreement by the Distributor for breach by Tax Assessor-Collector, the Tax Assessor-Collector shall be obligated to pick up, at the sole expense of the Tax Assessor-Collector, all Stickers owed to the Tax Assessor-Collector within 24 hours, excluding weekends and holidays, after the Tax Assessor-Collector's receipt of the Distributor's notice of termination. Distributor shall remit payment of all undisputed fees owed to Tax Assessor-Collector through the date of termination via ACH.

ARTICLE 3. MISCELLANEOUS PROVISIONS

- A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Jefferson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

- B. Reclamation of Stickers. It is hereby acknowledged by Distributor that the Tax AssessorCollector shall have the right to reclaim the Stickers at any time upon written notice during the term of this Agreement. Distributor shall provide a report of the number of stickers (including serial numbers) reclaimed by Tax Assessor-Collector at the time of such repossession.
- C. Distributor's Breach. No breach by the Distributor shall be considered an insubstantial or immaterial breach. Furthermore, a breach of any obligation to be performed by the Distributor hereunder shall constitute a material breach of this Agreement and shall give the Tax Assessor-Collector the right to immediately terminate this Agreement, as set forth hereinabove, and, in addition to such termination right, the right to avail itself of any other remedies available hereunder or under the law.
- D. Notice. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

TAX ASSESSOR-COLLECTOR: Jefferson County Tax Assessor Collector
 1149 Pearl St.
 Beaumont, Texas 77701

DISTRIBUTOR:

Kroger Texas LP
19245 David Memorial Drive
Shenandoah TX 77385

With a copy to:

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

- E. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is

determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

- F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies, or any other type or types of benefits. Further, the provisions of this Agreement are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or any other similar relationship between the parties. The Distributor acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.
- G. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- H. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- I. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Distributor, Jefferson County, the Tax-Assessor Collector, and their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- J. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other, different, or subsequent breach.
- K. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

L. INDEMNIFICATION. TO THE EXTENT ALLOWED UNDER TEXAS LAW, DISTRIBUTOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS JEFFERSON COUNTY AND THE JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR AND THEIR OFFICIALS, EMPLOYEES, AGENTS, INSURERS, AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM ANY INTENTIONAL ACT OR NEGLIGENT ACT, ERROR, OR OMISSION OF DISTRIBUTOR OR ANY OF ITS EMPLOYEES AND/OR ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

M. Entire Agreement. This Agreement, and the Exhibits incorporated herein under Paragraph 3.H above, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

Executed this 31st day of August, 2015.

Name of Distributor: Kroger Texas LP

Address: 19245 David Memorial Drive, Sherman, TX 77385

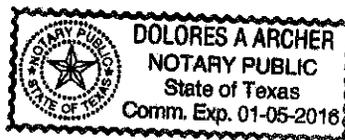
Signature: *Kristin Krueger*

Printed Name: Kristin Krueger

Title: Division CFO

Subscribed and sworn to before me this 31st day of August, 2015.

Dolores A Archer
Notary Public, State of Texas



JEFFERSON COUNTY

By: *[Signature]*
Jefferson County

Subscribed and sworn to before me this 8th day of September, 2015.

Loma C. George
Notary Public, State of Texas

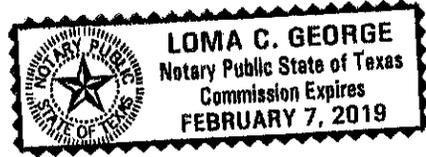


EXHIBIT "A"

A. Business Locations:

	Location:	Corp #	Address:
1	Kroger	325	3965 Dowlen Rd
2	Kroger	328	3845 Phelan Blvd
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

B. Surety Bond Amount:

\$50,000 / store

Regular, September 14, 2015

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 14, 2015