

**SPECIAL, 6/1/2015 1:30:00 PM**

BE IT REMEMBERED that on June 01, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

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

Theresa Goodness, Chief Deputy

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

*Notice of Meeting and Agenda and Minutes*  
*June 01, 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  
June 01, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **01st** day of **June 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 10:30 a.m. - To receive information from the District Clerk regarding the I-Jury system and potential for implementation of same.

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

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**



## **PURCHASING:**

1. Consider and approve specifications for (IFB 15-016/JW), McFaddin National Wildlife Refuge Dune Restoration. This is a Round 2.2 Disaster Project funded by the Texas General Land Office (GLO).

**SEE ATTACHMENTS ON PAGES 11 - 11**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve award, execute, receive, and file contract for (RFP 15-004/JW), Food Service for Jefferson County Correctional Facility with Five Star Correctional Services, Inc. Pricing is shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 12 - 18**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and possibly approve inter-department transfer of a 2005 Toyota Prius Hybrid VIN #JTDKB22U353084562 from Sheriff to Airport as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 19 - 20**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Consider and possibly approve inter-department transfer of a 1999 GMC Dump Truck VIN #1GDM7H1C7XJ517056 and a 2000 Chevy Dump Truck VIN #1GBM7H1C0YJ516129 from Road & Bridge #1 to Road & Bridge #3 as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 21 - 22**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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5. Consider and possibly approve inter-department transfer of a 1993 Ford Dump Truck VIN #1FDNF70J9PVA22447 from Road & Bridge #3 to Road & Bridge #1 as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 23 - 24**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

**SEE ATTACHMENTS ON PAGES 25 - 26**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **172ND DISTRICT COURT:**

7. Consider and possibly adopt a Resolution recognizing Joe W. Jackson for 11 years of dedicated service to the Jefferson County 172nd District Court and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 27 - 27**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

8. Consider, possibly approve and authorize the County Judge to execute an Insurance Policy for the Jack Brooks Regional Airport for Hangarkeepers Liability Coverage with Ace Group.

**SEE ATTACHMENTS ON PAGES 28 - 33**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

9. Consider and approve budget amendment – Health & Welfare II – furniture and equipment purchases for new offices.

120-5075-441-6022	FURNITURE & FIXTURES	\$18,500.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$18,500.00

**SEE ATTACHMENTS ON PAGES 34 - 34**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

10. Consider and approve budget transfer – Treasurer – replacement of computer.

120-1017-415-6002	COMPUTER EQUIPMENT	\$1,500.00	
120-1017-415-4052	POSTAGE		\$1,500.00

**SEE ATTACHMENTS ON PAGES 35 - 35**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

11. Consider and approve budget transfer – District Clerk – office construction.

120-2031-414-4011	EQUIPMENT- MISCELLANEOUS	\$3,835.00	
120-2031-414-1002	ASSISTANTS & CLERKS		\$3,835.00

**SEE ATTACHMENTS ON PAGES 36 - 37**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

12. Consider and approve budget transfer – Community Supervision – additional cost on tablets.

120-3058-424-6002	COMPUTER EQUIPMENT	\$400.00	
120-3058-424-4011	EQUIPMENT- MISCELLANEOUS		\$400.00

**SEE ATTACHMENTS ON PAGES 38 - 38**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

13. Consider and approve budget transfer – Port Arthur Maintenance – additional cost.

120-6084-416-3044	JANITOR SUPPLIES	\$1,500.00	
120-6084-416-5053	RENT-EQUIPMENT		\$1,500.00

**SEE ATTACHMENTS ON PAGES 39 - 39**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

14. Consider and approve budget transfer – Road & Bridge Pct. 2 – replacement of truck.

112-0209-431-6042	TRUCKS & TRAILERS	\$23,800.00	
112-0202-431-1005	EXTRA HELP		\$22,000.00
112-0202-431-3069	ROAD MARKERS, SIGNS, ETC.		\$1,800.00

**SEE ATTACHMENTS ON PAGES 40 - 42**

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

15. Regular County Bills – check #407660 through check #407925 (05/25/2015) and check #407926 through checks #408114 (06/01/2015).

**SEE ATTACHMENTS ON PAGES 43 - 61**

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

## **COUNTY COMMISSIONERS:**

16. Consider, possibly approve, authorize the County Judge to execute, receive and file an Inter-local Agreement between Jefferson County, Texas and the Hamshire-Fannett Independent School District for a roadway easement on Burrell Wingate Road for ingress and egress to the elementary school.

**SEE ATTACHMENTS ON PAGES 62 - 67**

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

17. Receive and file executed First Amendment to RV Park Management Agreement between Jefferson County, Texas and I-10 Park, L.L.C.

**SEE ATTACHMENTS ON PAGES 68 - 71**

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

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18. Consider and possibly approve an Order Amending the Order designating Project Weldon Reinvestment Zone.

**SEE ATTACHMENTS ON PAGES 72 - 84**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

19. Receive and file executed Property Tax Agreement executed between Jefferson County and BASF TOTAL Petrochemicals, LLC. (This part of the agreement was executed for BASF in the TPRI/TPAR-BTP Reinvestment Zone.)

**SEE ATTACHMENTS ON PAGES 85 - 147**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

20. Consider, possibly approve and authorize the County Judge to execute an Amendment to TEA-21 Congressional High Priority Projects Program between Jefferson County, Texas and the Texas Department of Transportation for the improvement of SH 87 from SH 124 from the Bolivar Peninsula and to East Sabine Pass, Texas.

**SEE ATTACHMENTS ON PAGES 148 - 150**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

21. Consider and possibly adopt a Resolution recognizing Gerald L. Stewart for 17 years of dedicated service to the Jefferson County Adult Probation Department and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 151 - 151**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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22. Consider, possibly approve and authorize the County Judge to execute a tax abatement between Jefferson County, Texas and Golden Pass Products, LLC for Train 1 of the expansion project pursuant to Section 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 152 - 227**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

23. Consider, possibly approve and authorize the County Judge to execute, receive and file a Master Agreement and AT&T Switched Ethernet Service Pricing Schedule between Jefferson County and AT&T Corp and AT&T ILEC Service, respectively, to update MIS Ethernet bandwidth.

**SEE ATTACHMENTS ON PAGES 228 - 241**

**Action: TABLED**

24. Receive and file Memorandum of Understanding executed between Jefferson County and the City of Beaumont to ensure delivery of health care and medications during a Health Emergency.

**SEE ATTACHMENTS ON PAGES 242 - 247**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

25. Consider and possibly approve the Regional Crime Lab's application for the 2016 New York County District Attorney's Sexual Assault Backlog Elimination Grant. This is a fully funded grant request in the amount of approximately \$800,000 and requires no cash match from the county.

**SEE ATTACHMENTS ON PAGES 248 - 262**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

26. Discuss 2015/16 anticipated revenues and budget worksheets.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **HUMAN RESOURCES:**

27. Consider and possibly approve, receive and file revisions to the Jefferson County Personnel Policies and Procedures Manuel, Section 6.3 - Operation of Jefferson County Vehicles. This revision will eliminate the Defensive Driving requirement.

**SEE ATTACHMENTS ON PAGES 263 - 267**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **Other Business:**

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

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

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





# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## Legal Notice Advertisement for Invitation for Bids June 1, 2015

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, **IFB 15-016/JW, McFaddin National Wildlife Refuge Dune Restoration**. All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, Texas 77701, no later than 11:00 AM CDT, Tuesday, **June 30, 2015**. Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable fee of \$75 from **Suzanne Pate, LJA Engineering, Inc., 905 Orleans St., Beaumont, TX 77701**. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593.

**A Mandatory Pre-Bid Conference will be held on Tuesday, June 16, 2015 at 10:00 AM CDT. The conference will be held at the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor), 1149 Pearl Street, Beaumont, Texas.**

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

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas General Land Office (GLO) and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

Funding for this project is covered under Section 3 of the Housing and Urban Development Act of 1968. All eligible bidders must comply with Section 3 requirements in regards to meeting or exceeding the required objectives for both hiring and subcontracting. In accordance with these objectives, contractors are required to direct their newly created employment and/or subcontracting opportunities to Section 3 Residents and Business Concerns.

**All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:**

<b>BID NAME:</b>	<b>McFaddin National Wildlife Refuge Dune Restoration</b>
<b>BID NO:</b>	<b>IFB 15-016/JW</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CDT, Tuesday, June 30, 2015</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department</b>
	<b>1001 Pearl Street, 3<sup>rd</sup> Floor</b>
	<b>Beaumont, TX 77701</b>

Sincerely,

Deborah L. Clark  
Jefferson County  
Purchasing Agent

Publish: **Beaumont Enterprise and Port Arthur News - June 3, 2015 and June 10, 2015**

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**CONTRACT NUMBER 15-004/JW  
FOOD SERVICE FOR CORRECTIONAL FACILITY**

**WHEREAS**, JEFFERSON COUNTY has determined there is a need to provide for Food Service at the County Jail; and

**WHEREAS**, JEFFERSON COUNTY has requested and reviewed proposals for a Food Service Contractor in accordance with applicable State Laws; and

**WHEREAS**, JEFFERSON COUNTY has determined that FIVE STAR CORRECTIONAL SERVICES, INC. can best provide Food Services to the County Jail; and

**WHEREAS**, this agreement is made between FIVE STAR CORRECTIONAL SERVICES, INC. and the COUNTY OF JEFFERSON, TEXAS acting by and through its duly authorized representative Jefferson County Judge Jeff R. Branick.

**NOW THEREFORE**, the parties agree as follows:

**Article I Retention of FIVE STAR CORRECTIONAL SERVICES, INC.**

JEFFERSON COUNTY hereby retains FIVE STAR CORRECTIONAL SERVICES, INC. as an independent contractor and not an employee for services more particularly described in this Agreement.

**Article II Term of Agreement**

Regardless of the date of execution, this Agreement shall become effective June 1, 2015 and continue in force until May 31, 2016 with the option to extend for up to four (4) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this Agreement shall continue in force on a month-to-month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement which extends beyond the current fiscal year is executed subject to future appropriations to fund its provision.

**Article III Credentialing**

FIVE STAR CORRECTIONAL SERVICES, INC. shall select and assign specific personnel to provide services for JEFFERSON COUNTY under this Agreement and shall provide JEFFERSON COUNTY with current copies of all licensure, credentialing and insurance information as required by State law. All such information shall be provided at the time of execution of the Agreement.

#### **Article IV Termination**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of FIVE STAR CORRECTIONAL SERVICES, INC.
2. FIVE STAR CORRECTIONAL SERVICES, INC. abandons its duties in accordance with the provisions of Article V (Duties of FIVE STAR CORRECTIONAL SERVICES, INC.).
3. Failure of FIVE STAR CORRECTIONAL SERVICES, INC. to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantial allegation of criminal wrongdoing on the part of FIVE STAR CORRECTIONAL SERVICES, INC. which would substantially interfere with the performance of the duties set out herein.
5. Failure by FIVE STAR CORRECTIONAL SERVICES, INC. to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.
6. Whenever FIVE STAR CORRECTIONAL SERVICES, INC. and JEFFERSON COUNTY mutually agree to termination in writing.

Upon termination of the Agreement under any provision, FIVE STAR CORRECTIONAL SERVICES, INC. shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by JEFFERSON COUNTY to fulfill FIVE STAR CORRECTIONAL SERVICE INC.'s obligations under this Agreement.

#### **Article V Duties of FIVE STAR CORRECTIONAL SERVICES, INC.**

FIVE STAR CORRECTIONAL SERVICES, INC. shall be responsible for all duties specified in RFP Specification Number 15-004/JW, which by reference is incorporated in full into this Agreement, and include but not limited to the following:

1. FIVE STAR CORRECTIONAL SERVICES, INC. shall furnish food service in accordance with the Specifications and in compliance with all rules as standards as apply to Correctional Facilities in the State of Texas as specified in Specifications.

2. FIVE STAR CORRECTIONAL SERVICES, INC. shall be responsible for all long distance telephone charges incurred by its employees in the performance of this Agreement.
3. FIVE STAR CORRECTIONAL SERVICES, INC. is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to FIVE STAR CORRECTIONAL SERVICES, INC. including walk-ins, store rooms, freezers, dish room, office, staff and inmate dining rooms and receiving area.
4. All personnel hired by FIVE STAR CORRECTIONAL SERVICES, INC. under this Agreement must complete an authorization for records check and be acceptable to JEFFERSON COUNTY. JEFFERSON COUNTY reserves the right to reject any food service candidate without cause.
5. FIVE STAR CORRECTIONAL SERVICES, INC. and its employees assign to JEFFERSON COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.
6. FIVE STAR CORRECTIONAL SERVICES, INC. is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.
7. FIVE STAR CORRECTIONAL SERVICES, INC. employees must be properly attired in a standard uniform and be easily discernable from inmates.
8. Hair restraints (nets or hats) must be worn by all food service employees in the kitchen and all food service areas.
9. FIVE STAR CORRECTIONAL SERVICES, INC. employees are subject to search at any time while within secured areas of JEFFERSON COUNTY facilities.
10. FIVE STAR CORRECTIONAL SERVICES, INC. must ascertain and notify JEFFERSON COUNTY in writing if any of its employees are related to any person confined as an inmate in any JEFFERSON COUNTY operated facility.
11. FIVE STAR CORRECTIONAL SERVICES, INC. must comply with all security requirements as stated in Specifications.
12. FIVE STAR CORRECTIONAL SERVICES, INC. must obey all Federal, State and Local laws and ordinances regarding health, sanitation, and safety. FIVE STAR CORRECTIONAL SERVICES, INC. will be subject to inspections in the kitchen by authorized personnel from Jefferson County Health Department.
13. FIVE STAR CORRECTIONAL SERVICES, INC. must maintain a current contingency plan to be able to provide food service in the face of unexpected events such as power failure, fire, riot, lock down, labor strikes, ice storm, or acts of God that may preclude normal operations.

## **Article VI Duties of Jefferson County**

JEFFERSON COUNTY shall make payments to FIVE STAR CORRECTIONAL SERVICES, INC. as specified in ARTICLE VII.

JEFFERSON COUNTY shall provide access to dumpsters and recycling containers at reasonable time to be negotiated between FIVE STAR CORRECTIONAL SERVICES, INC. and Correctional Facility Maintenance.

JEFFERSON COUNTY will provide, install, and permit FIVE STAR CORRECTIONAL SERVICES, INC. to use the capital equipment, which JEFFERSON COUNTY deems necessary for food service and related activities.

JEFFERSON COUNTY will provide all utilities necessary for the performance of food service activities. JEFFERSON COUNTY does not guarantee an uninterrupted supply of water, gas, electricity, heat, air-conditioning or phone service, but will be diligent in its efforts to restore service following any outage.

JEFFERSON COUNTY will provide FIVE STAR CORRECTIONAL SERVICES, INC. with accurate meal counts as specified in RFP 15-004/JW Specifications.

## **Article VII Rates**

JEFFERSON COUNTY shall pay directly to FIVE STAR CORRECTIONAL SERVICES, INC. no more than **\$0.823 per inmate meal, \$0.823 per staff meal, \$2.00 per medical supplement meal (Ensure), \$0.55 per medical snack ("p.m." hours), and 24-hour coffee service at no charge,** in accordance with FIVE STAR CORRECTIONAL SERVICES INC.'s response to RFP Number 15-004/JW which with the RFP Specifications are by this reference incorporated in full into this Agreement. Payments will be made in monthly installments after approval at a regularly scheduled meeting of Jefferson County Commissioners' Court. The Jefferson County Commissioners' Court meets every Monday of each month. All invoices must be in the possession of JEFFERSON COUNTY on the Monday prior to the Commissioners' Court at which the invoice is to be approved. JEFFERSON COUNTY shall make all payments directly to FIVE STAR CORRECTIONAL SERVICES, INC. and shall under no circumstances make any payments directly to FIVE STAR CORRECTIONAL SERVICES, INC. personnel for any services rendered to JEFFERSON COUNTY.

## **Article VIII Relationship of Parties**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

FIVE STAR CORRECTIONAL SERVICES, INC. understands and agrees that JEFFERSON COUNTY shall not withhold from compensation payable to FIVE STAR CORRECTIONAL SERVICES, INC. Any sums for income tax, unemployment insurance social security, or other withholdings pursuant to any law or required by any governments authority and that payments in such amounts as may be required by law are and shall be the sole responsibility for FIVE STAR CORRECTIONAL SERVICES, INC.

which does hereby indemnify and hold JEFFERSON COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of the parties, nor any of their employees shall be construed to be agent, employer, or representative of the other nor shall any provision of this Agreement create any right in JEFFERSON COUNTY to exercise control or direction over the business of FIVE STAR CORRECTIONAL SERVICES, INC. provided, however, that all services provided to JEFFERSON COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of FIVE STAR CORRECTIONAL SERVICES, INC.'s profession, the terms of this Agreement and all applicable laws, rules, and regulations of authorities having jurisdiction over JEFFERSON COUNTY.

Personnel provided by FIVE STAR CORRECTIONAL SERVICES, INC. are not employees of JEFFERSON COUNTY nor are they entitled to any direct compensation nor any benefits or rights of JEFFERSON COUNTY employees as from time to time may be established, and shall provide services for the benefit of JEFFERSON COUNTY through FIVE STAR CORRECTIONAL SERVICES, INC. and only pursuant to this Agreement.

JEFFERSON COUNTY has hired FIVE STAR CORRECTIONAL SERVICES, INC. to provide food services. As such, FIVE STAR CORRECTIONAL SERVICES, INC. has the duty and obligation to perform all obligations to owned by or referencing JEFFERSON COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of FIVE STAR CORRECTIONAL SERVICES, INC. without express approval by the authorized JEFFERSON COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

#### **Article IX Insurance**

FIVE STAR CORRECTIONAL SERVICES, INC. at no cost to JEFFERSON COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

#### **Article X Indemnification**

FIVE STAR CORRECTIONAL SERVICES, INC. shall indemnify and hold JEFFERSON COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of FIVE STAR CORRECTIONAL SERVICES, INC. its employees, agents, or contractors in connection with the performance of services pursuant to this Agreement.

#### **Article XI Miscellaneous**

This Agreement, Specifications for RFP 15-004/JW and FIVE STAR CORRECTIONAL SERVICES, INC. response to RFP Number 15-004/JW constitute the entire understanding between the parties, and no other agreements, representations, or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

The Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by FIVE STAR CORRECTIONAL SERVICES, INC. to JEFFERSON COUNTY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

The invalidity or unenforceability of any term of provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and all venues shall be in Jefferson County, Texas.

#### Article XII Notices

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

Jefferson County: Deborah L. Clark  
Jefferson County Purchasing Agent  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, TX 77701

Signed on this 1<sup>st</sup> day of June 2015.

OWNER: Jefferson County

By: [Signature]  
Jeff R. Branick, Jefferson County Judge

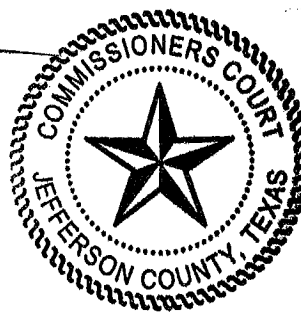
CONTRACTOR: Five Star Correctional Services, Inc.

By: [Signature]  
Signature

Bob Austin CEO  
Printed Name & Title

ATTEST:

[Signature], Chief Deputy  
Carolyn L. Guidry, County Clerk



# ATTACHMENT A

RFP 15-004/JW  
Food Service for Jefferson County Correctional Facility

## Proposed Pricing

Item Description	Unit Price
Inmate Meal	\$0.823
Staff Meal	\$0.823
Medical Supplement Meal (Ensure)	\$2.00
Medical Snack	\$.55
24-hour Coffee Service	No charge





## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or a stylized version of the name, is written over the text "Purchasing Agent".

Date: May 27, 2015

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 2005 Toyota Prius Hybrid VIN #JTDKKB22U353084562 from Sheriff to Airport as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	SERIAL NO.	ASSET NO.	DEPARTMENT RECEIVING
	PROPERTY			PROPERTY
2005 Toyota Prius Hybrid	Sheriff	JTDKB22U353084562	29232	Airport

Approved by Commissioners' Court: \_\_\_\_\_



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

Date: May 28, 2015

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 1999 GMC Dump Truck VIN #1GDM7H1C7XJ517056 and a 2000 Chevy Dump Truck VIN #1GBM7H1C0YJ516129 from Road & Bridge #1 to Road & Bridge #3 as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	SERIAL NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
1999 GMC DUMP TRUCK	ROAD & BRIDGE #1	1GDM7H1C7XJ517056	24043	ROAD & BRIDGE #3
2000 CHEVY DUMP TRUCK	ROAD & BRIDGE #1	1GBM7H1C0YJ516129	25324	ROAD & BRIDGE #3

Approved by Commissioners' Court: \_\_\_\_\_



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in cursive script, appearing to be "dc", is written over the name "Deborah Clark".

Date: May 28, 2015

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 1993 Ford Dump Truck VIN #1FDNF70J9PVA22447 from Road & Bridge #3 to Road & Bridge #1 as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	SERIAL NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
1993 Ford F-700 Dump Truck	Road & Bridge #3	1FDNF70J9PVA22447	6583	Road & Bridge #1

Approved by Commissioners' Court: \_\_\_\_\_



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or a stylized version of the name, is written over the printed name of Deborah Clark.

Date: May 27, 2015

Re: Disposal of Salvage Property – Computers and Equipment

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County, Texas  
1149 Pearl Street  
Beaumont, TX 77701

Donation of Salvage Property  
Computer Equipment  
to  
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
	<b>PERSONAL COMPUTERS</b>		
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935443	30154
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935421	30155
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935450	30156
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935428	30157
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935420	30159
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935394	30170
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935433	30171
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935466	30175
COMMUNITY SUPERVISION	GATEWAY E-6500 SB PC	0036935398	30178
COMMUNITY SUPERVISION	DELL OPTI PLEX 755 PC	3YTFDH1	33008
	<b>PRINTERS</b>		
COMMUNITY SUPERVISION	HP LASERJET 2300N	SCNBCF05255	27811
COMMUNITY SUPERVISION	HP LASERJET 2300N	SCNBDB52019	27812
COMMUNITY SUPERVISION	HP LASERJET 2300N	SCNBDD10716	27813
COMMUNITY SUPERVISION	HP KESKJET 5650 COLOR PRINTER	MY5324P1HQ	29092
COMMUNITY SUPERVISION	TOSHIBA VCR		26972
<i>contact person: Kristen Hancock</i>			

Goodwill Industries

Approved by Commissioners' Court: \_\_\_\_\_





# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

§

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 1st day of June, 2015, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

**WHEREAS**, Joe Jackson began as Bailiff of the 172<sup>nd</sup> District Court in 2004 and has devoted 11 years of his life serving the citizens of Jefferson County with pride and professionalism; and

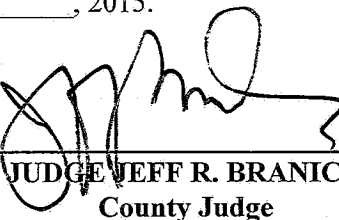
**WHEREAS**, Joe Jackson, through hard work and commitment to excellence, has done an outstanding job as Bailiff of the 172<sup>nd</sup> District Court; and

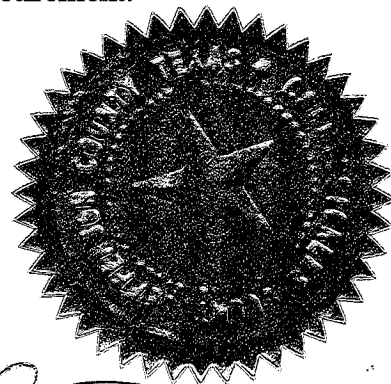
**WHEREAS**, Joe Jackson has earned the respect of his colleagues and the citizens of Jefferson County; and

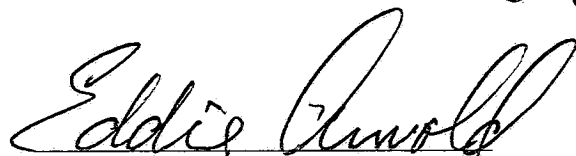
**WHEREAS**, having made a significant contribution to the 172<sup>nd</sup> District Court, Joe Jackson is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.


**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend Joe Jackson for this dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

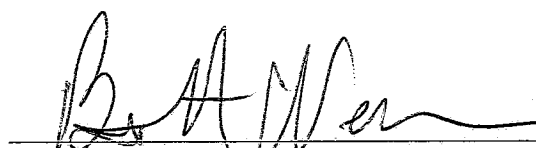
SIGNED this 1st day of June, 2015.

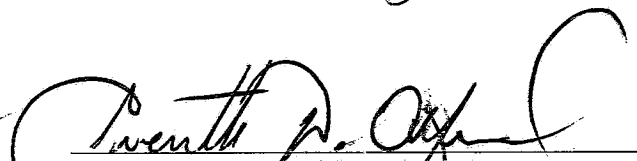
  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****June 1, 2015**

Consider, possibly approve and authorize the County Judge to execute an Insurance Policy for the Jack Brooks Regional Airport for Hangarkeepers Liability Coverage with Ace Group.

**ace group**

ACE WESTCHESTER SPECIALTY  
1100 Poydras Street, Suite 2150, New Orleans, LA. 70163-1121  
Tel (504) 310 - 3600 Fax (504) 310 - 3610

**DATE:** May 6, 2015

**TO:** Susan Golla  
McGriff Seibels & Williams, Inc., San Antonio, TX

**FROM:** Jerry Ruth**RISK ID:** 18282

**FAX:** 210-695-8583

**SUBJECT:** Jefferson County - Jack Brooks Regional Airport

**COMMENTS:** We have pleasure in enclosing our Airport Owners and Operators quotation(s) in respect of the referenced Insured.

Commission to your office is as follows:

**20.00%**

Thank you for the opportunity to provide you with this quotation.

Best Regards,

Jerry Ruth



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance Coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND, DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

\_\_\_\_\_ I hereby elect to purchase terrorism coverage for a prospective premium of AS QUOTED

\_\_\_\_\_ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

ACE PROPERTY AND CASUALTY INSURANCE COMPANY  
Insurance Company

\_\_\_\_\_  
Print Name

To be advised when policy purchased  
Policy Number

\_\_\_\_\_  
Date





**ace group**

ACE WESTCHESTER SPECIALTY  
1100 Poydras Street, Suite 2150, New Orleans, LA. 70163-1121  
Tel (504) 310 - 3600 Fax (504) 310 - 3610

TO: - Susan Golla  
McGriff Seibels & Williams, Inc., San Antonio, TX

DATE: May 6, 2015

FAX: - 210-695-8583

FROM: Jerry Ruth  
RISK ID: 18282

**AIRPORT OWNERS AND OPERATORS LIABILITY QUOTATION**  
With  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**  
(AA- S&P, A++ XV Best)

In accordance with your request, we are pleased to provide the following quotation:

Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Insured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Insured is domiciled if different from the producer's resident state.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates, such as Forms W-8 or W-9, from insurance companies.

For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to <http://www.acegroup.com/us-en/assets/www.acegroup.com-w-9.pdf>.

NAMED

INSURED: **Jefferson County - Jack Brooks Regional Airport**

NAMED

INSURED'S ADDRESS: 215 Franklin, Suite 202  
Beaumont, Texas 77701

PERIOD:

From: May 15, 2015 To: May 15, 2016  
both days at 12.01a.m. Local Time at the address of the Named Insured.

**INTEREST:** The Insured's legal liability, to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):

FAA ID	State	Name
BPT	TX	Jack Brooks Regional Airport

**SUM INSURED:** **\$2,000,000** each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit . . . . .	\$2,000,000
Personal Injury and Advertising Injury Annual Aggregate limit . . . . .	\$2,000,000
Malpractice Annual Aggregate Limit . . . . .	\$2,000,000
Extended Coverage - War, Hi-jacking and Other Perils Annual Aggregate Limit. . . . .	Not Insured
Fire Damage Limit Any One Fire . . . . .	\$100,000
Medical Expense Limit Any One Person . . . . .	Not Insured
Hangarkeepers not "in flight" Limit Any One occurrence . . . . .	\$2,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft . . . . .	\$2,000,000
Non-Owned Aircraft Liability. . . . .	\$2,000,000

**DEDUCTIBLE**      \$2,500      Hangarkeepers Liability Any One Aircraft  
                          \$2,500      Hangarkeepers Liability Any One Occurrence.

**CONDITIONS:** The Airport Owners and Operators General Liability Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause  
 Noise, Pollution and Other Perils Exclusion Clause

The policy is also subject to the following:

30            days notice of cancellation, non-renewal or reduction in coverage by Insurer, but  
 10            days notice for non-payment of premium. This provision does not override the Automatic  
 Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement  
 AAP TX (11/99)                      Texas Changes - Cancellation and Nonrenewal

---

Schedule of Policy Forms applicable to airports and locations in:      TEXAS

Form Reference and Edition	Title
AAP 200 (07-10)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11-99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11-99)	Airport Owners and Operators General Liability Policy - - Schedule of Endorsements
AAP 204 (11-03)	Amendment of Noise and Pollution and Other Perils Exclusion
AAP 210 (11/99)	Amendment of Deductible Amounts and Conditions Endorsement
AAP 212 (11/99)	Fees and Expenses Included in Deductible Endorsement
AAP 220 (11/99)	Immunity Waiver Endorsement

AAP 234	(11/99)	Airport Limited Enhanced Coverage Endorsement
AAP 242	(11/99)	Personal Injury Limitation Endorsement
AAP 248	(11/99)	Volunteers Endorsement
AAP 256	(11/99)	Date Recognition Exclusion Endorsement
AAP 255	(03-08)	Date Recognition Limited Coverage Endorsement
AAP 273	(11-03)	Pollution Endorsement
AAP 275-TX	(01-15)	Limited Terrorism Coverage Endorsement
AAP 277-TX	(01-06)	Silica Exclusion
ALL-21101	(11-06)	Trade or Economic Sanctions Endorsement
AAP 306	(03-08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307	(03-08)	Amendment to Supplementary Payments (Court Cost) Endorsement
9001-TX	(11/99)	Texas Changes - Duties
9002-TX	(11/99)	Texas Changes - Conditions Requiring Notice
ALL-4Y30e	(07/13)	Texas - Information and Complaints

ANNUAL  
GL PREMIUM: \$8,200

ANNUAL TRIA  
PREMIUM: \$820

ANNUAL WAR  
PREMIUM: \$820 Reducing to \$205 if TRIA coverage also purchased

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this Insurance. We look forward to receiving your instructions and thank you for your inquiry

On behalf of ACE Property and Casualty Insurance Company

By \_\_\_\_\_  
Jerry Ruth

A. CECIL WALKES, MD  
County Health Director




WAYNE MORRIS  
Administrative Director

JEFFERSON COUNTY  
Public Health Department

## MEMORANDUM

**Date:** 05/26/2015  
**To:** Fran Lee  
**From:** A. C. Walkes M.D., Public Health Authority  
**RE:** Contingent funds for building furnishings

A handwritten signature in dark ink, appearing to read "Vero", is written over the "From:" line and extends into the "RE:" line.

Upon the completion of our new building we are starting to order furniture and equipment for our new offices. The amount of \$18,500.00 was put into a contingency fund. We now request that these funds be transferred into our account of 120-5075-441.60-22 to make the appropriate purchases as needed. Thank you for your help in this matter.





**Joleen E. Fregia**  
**Chief Deputy**  
**e-mail**  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Tim Funchess**  
**County Treasurer**  
**1149 Pearl Street – Basement**  
**Beaumont, Texas 77701**

**Office (409) 835-8509**  
**Fax (409) 839-2347**  
**e-mail**  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

**May 22, 2015**

To: Fran Lee  
RE: Budget Transfer

I am requesting a budget transfer in order to purchase a new computer for Thomas Sigee. His current one is over 8 years old and is badly in need of replacement.

Please transfer \$1,500 from 120-1017-415.40-52 (Postage) to 120-1017-415.60-02 (Computer Equipment).

Thank You,

A handwritten signature in cursive script, appearing to read "Tim Funchess", written in black ink.

Tim Funchess

**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 \$3834.49 from account 120-2031-414-1002 to account 120-2031-414-40-11 to cover expense for removing half wall in Family Law department.

Respectfully,

Jamie Smith  
Jefferson County District Clerk



**MAY 26, 2015**

When Quality Matters

PO Box 8588  
Lumberton Tx. 77657  
Office 409-791-3081  
Email; Tkrss1@aol.com

## **Estimate**

To: City of Beaumont  
Attention: Jill  
Re: Remodel

### **Scope of Work,**

1. Remove ½ of 14' of wall to create pass through and add header below ceiling height.
2. Move electrical outlets as needed.
3. Cap ½ wall with drywall to create finished look.
4. Paint wall both sides.
5. Clean up and haul debris.

### **Alternates,**

1. Anything not listed above.
- 2.

### **Exclusions,**

- 1.
2. Permits and or fees for permits if applicable.

### **Total Estimate Amount,**

\$ 3971.00

If you have any further questions, don't hesitate to call.

Regards,

Tim K. Rushing  
President  
F-N-T Construction Services



# Jefferson County Community Supervision and Corrections Department

Honorable John B. Stevens, Jr.  
Criminal District Court

Jerry Johnson, Director

Honorable G.R. "Lupe" Flores  
County Court at Law #2

Honorable Raquel West  
252<sup>nd</sup> District Court

Honorable Clint Woods  
County Court at Law #3

May 21, 2015

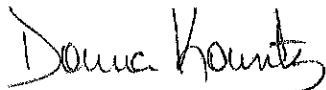
Fran Lee, Auditing

Fran,

Due to a price increase on computer tablets from the time we got the original quote to now, we are requesting to move \$400 from the Equipment - Miscellaneous line item (120-3058-424-4011) to the Computer line item (120-3058-424-6002) in order to make this purchase. The tablets were included in our 2014 – 2015 County budget approved by Commissioner's Court on 09/22/14.

Please let me know if you have any questions or need any additional information regarding our request to move the funds.

Thanks,



Donna Kountz, Assistant Director  
Jefferson County Adult Probation

Main Office  
820 Neches  
Beaumont, TX 77701  
Ph 409-951-2200  
Fax 409-832-7975  
409-951-2283  
409-951-2293



Port Arthur Office  
246 Dallas  
Port Arthur, TX 77640  
Ph 409-983-8360  
Fax 409-983-8341  
409-989-3694

**Fran Lee**

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**From:** Shenita Keyes <skeyes@co.jefferson.tx.us>  
**Sent:** Thursday, May 21, 2015 2:58 PM  
**To:** 'Fran Lee'  
**Subject:** FW: Budget Transfer

Please disregard transfer for overtime.

Thanks

**From:** Shenita Keyes [mailto:skeyes@co.jefferson.tx.us]  
**Sent:** Thursday, May 21, 2015 2:44 PM  
**To:** 'Fran Lee'  
**Subject:** Budget Transfer

Could you please transfer funds for Janitorial Supplies in the amount of \$1500.00 from account 120-6084-416-5053 to account 120-6084-416-3044?  
To purchase janitorial supplies for Port Arthur Sub-Courthouse.

Thank you in advance,

Shenita Keyes  
Maintenance Sec.

**To: Fran Lee**  
**From: Mike Trahan**  
**Re: Budget Transfer**  
**Date: May 21, 2015**

**Fran,**

**I would like to request a transfer of \$22,000.00 from 112-0202-431-1005 Extra Help and \$1,800.00 from 112-0202-431-3069 Road Markers & Signs to 112-0209-431-6042, Capital-Trucks and Trailers. This is to replace a 2001 F-150 Super Cab pickup truck, used for a Mid County Maintenance truck.**

**I do know that this has to go through Commissioner's Court.**

**Thanks for your help.**

**Sincerely,**  
***Mike Trahan***

**Superintendent, Road and Bridge Precinct 2**

Precinct -2 Road and Bridge  
Vehicle Replacement Request

INV. Number----- 26073

Equipment Number----- M-1

Year----- 2001

Model----- F-150 Super Cab

VIN Number----- 1FTRX17W21KA53534

License Number----- 804-703

Mileage----- 168740

Do to high mileage and wear this vehicle should be replaced.

In the past year we have replaced the fuel pump, rebuilt the front end, and tuned the engine, replaced alternator and coils.

**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 # 2

Silsbee Rep: KEN DURBIN MO #284-1009

**Contact:** MIKE TRAHAN 0 727-2173 MO # 718-7561

**Phone/email:** KDURBIN.COWBOYFLEET@GMA

Phone/email: [MTRAHAN@CO.JEFFERSON.TX.US](mailto:MTRAHAN@CO.JEFFERSON.TX.US)

**Date:** Tuesday, May 05, 2015

Product Description: 2015 FORD

A. Bid Series: 113

<b>A. Base Price:</b>	\$ 16,513.00
-----------------------	--------------

**B. Published Options [Itemize each below]**

<b>Code</b>	<b>Options</b>	<b>Bid Price</b>	<b>Code</b>	<b>Options</b>	<b>Bid Price</b>
572	AIR CONDITIONING	\$ -		WHITE EXT. / GRAY INT.	
M6	AUTOMATIC TRANSMISSION	\$ -		VINYL SEAT 40/20/40	
1	SUPER CAB UPGRADE	\$ 2,345.00			
99P	5.0L ENGINE	\$ 980.00		CUSTOMER PICK UP	
535	CLASS # 3 HITCH	\$ 285.00			
90L	POWER GROUP / WINDOW & LOCKS	\$ 1,145.00			
<b>Total of B. Published Options:</b>					<b>\$ 4,755.00</b>

<b>Total of B. Published Options:</b>	<b>\$ 4,755.00</b>
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**C. Unpublished Options [Itemize each below, not to exceed 25%]**

$$S = 7,4 \%$$

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 90.00		
2015 TX. GPC CHANGE & MODEL	\$ 1,485.00		

<b>Total of C. Unpublished Options:</b>	<b>\$ 1,575.00</b>
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**D. Pre-delivery Inspection:**

1

529

**E. Texas State Inspection:**

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**F. Manufacturer Destination/Delivery:**

§ \_\_\_\_\_ -

**G. Floor Plan Interest (for in-stock and/or equipped vehicles):**

\$	445.00
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**H**      **Lot Insurance (for in-stock and/or equipped vehicles):**

\$	95.05
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**I. Contract Price Adjustment:**

1

**J. Additional Delivery Charge:** 0 miles

1

\$

K. Subtotal:

\$ 23,383.05

**L. Quantity Ordered**                      1                      x K =

\$	23,383.05
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**M. Trade in:**

\_\_\_\_\_

**N. BUYBOARD Administrative Fee (\$400 per purchase order)**

\$	400.00
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O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 23,783.05



PGM: GMCOMMV2	DATE 05-25-2015	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
OFFICE DEPOT	27.90	407755
TRI-CITY COFFEE SERVICE	482.91	407785
		510.81**
ROAD & BRIDGE PCT.#1		
GULF COAST SCREW & SUPPLY	104.21	407735
KAY ELECTRONICS, INC.	51.81	407746
M&D SUPPLY	97.67	407748
MUNRO'S	33.00	407754
PHILPOTT MOTORS, INC.	125.76	407759
SMART'S TRUCK & TRAILER, INC.	76.07	407770
ACORN STEEL	20.00	407798
PATHMARK TRAFFICE PRODUCTS OF TEXAS	723.64	407827
SILSBEE FORD INC	76,393.75	407899
SHOPPA'S FARM SUPPLY	8.55	407915
		77,634.46**
ROAD & BRIDGE PCT.#2		
SHI GOVERNMENT SOLUTIONS, INC.	656.40	407811
CENTERPOINT ENERGY RESOURCES CORP	32.09	407836
		688.49**
ROAD & BRIDGE PCT. # 3		
HILO / O'REILLY AUTO PARTS	201.77	407693
GULF COAST AUTOMOTIVE, INC.	20.59	407734
ENTERGY	27.30	407736
MUNRO'S	34.13	407754
OFFICE DEPOT	86.83	407755
SMART'S TRUCK & TRAILER, INC.	123.50	407770
STRATTON INC.	12.63	407787
ZEE MEDICAL SERVICE	87.62	407792
HOWARD'S AUTO SUPPLY	43.72	407800
LOWE'S HOME CENTERS, INC.	12.79	407817
CENTERPOINT ENERGY RESOURCES CORP	26.85	407836
ON TIME TIRE	310.00	407880
SAM'S CLUB DIRECT	193.64	407883
GCR TIRES & SERVICE	88.30	407910
HAMSHIRE GULF	28.00	407911
		1,297.67**
ROAD & BRIDGE PCT.#4		
A&A EQUIPMENT	219.45	407690
APAC, INC. - TROTTI & THOMSOM	868.30	407706
RB EVERETT & COMPANY, INC.	5,453.45	407726
M&D SUPPLY	363.54	407748
MUNRO'S	72.93	407754
OIL CITY TRACTORS, INC.	325.38	407756
SMART'S TRUCK & TRAILER, INC.	66.54	407770
SOUTH TEXAS COUNTY JUDGE &	200.00	407771
TRANSIT & LEVEL CLINIC	2,445.00	407783
WHEELER TRUCK BODY EQUIPMENT	443.48	407788
UNITED STATES POSTAL SERVICE	8.49	407808
ASCO	1,381.81	407888
SUBURBAN PROPANE L.P.	256.19	407894
BK INDUSTRIAL SOLUTIONS LLC	329.60	407921
		12,434.16**
ENGINEERING FUND		
VERIZON WIRELESS	246.95	407806
		246.95**
PARKS & RECREATION		
BELL FENCE MFG. CO.	380.00	407709
SPRINT WASTE SERVICES LP	310.80	407901
		690.80**
GENERAL FUND		
HERNANDEZ OFFICE SUPPLY, INC.	149.34	407737
MOTOROLA SOLUTIONS INC	639,844.44	407799
		639,695.10*
TAX OFFICE		

PGM: GMCOMMV2	DATE 05-25-2015		PAGE: 2 44
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	735.08	407808	735.08*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.44	407808	2.44*
AUDITOR'S OFFICE			
CASH ADVANCE ACCOUNT	1,272.00	407743	
UNITED STATES POSTAL SERVICE	10.00	407808	
RHONDA BRODE	630.00	407812	1,912.00*
COUNTY CLERK			
OFFICE DEPOT	118.20	407755	
DECISION ONE CORPORATION	114.30	407795	
UNITED STATES POSTAL SERVICE	255.48	407808	
WESTERN MICROGRAPHICS & IMAGING	546.00	407879	1,033.98*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	407730	
WHITE REPROGRAPHICS	15.00	407790	
UNITED STATES POSTAL SERVICE	.41	407808	
JEFF R BRANICK	147.90	407843	
SNIDER LAW FIRM PLLC	500.00	407900	1,063.31*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.69	407808	3.69*
COUNTY TREASURER			
OFFICE DEPOT	321.19	407755	
TAC - TEXAS ASSN. OF COUNTIES	300.00	407778	
UNITED STATES POSTAL SERVICE	227.54	407808	848.73*
PRINTING DEPARTMENT			
STAR GRAPHICS COPIERS, INC.	811.20	407773	811.20*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	26.48	407808	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	407811	354.68*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	407695	
BALBOA CO., INC.	9,726.92	407708	
DYNAMEX INC	207.16	407898	9,970.08*
DATA PROCESSING			
CCP INDUSTRIES, INC.	148.24	407691	
OFFICE DEPOT	59.61	407755	
OLMSTED-KIRK PAPER	868.50	407757	
CDW COMPUTER CENTERS, INC.	723.38	407801	1,799.73*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	588.97	407808	588.97*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	963.27	407702	
M&D SUPPLY	29.08	407748	
UNITED STATES POSTAL SERVICE	26.47	407808	
SIERRA SPRING WATER CO. - BT	27.37	407809	
FREDRICK C CRIBBS II	27.03	407918	1,073.22*
DISTRICT ATTORNEY			

PGM: GMCOMMV2	DATE 05-25-2015	AMOUNT	CHECK NO.	PAGE: 3 45 TOTAL
NAME				
CDW COMPUTER CENTERS, INC.	244.04	407801		
UNITED STATES POSTAL SERVICE	191.98	407808		
DISTRICT CLERK				436.02*
UNITED STATES POSTAL SERVICE	243.70	407808		
CRIMINAL DISTRICT COURT				243.70*
EDWARD B. GRIPON, M.D., P.A.	1,190.00	407733		
OFFICE DEPOT	56.75	407755		
CLERK - SUPREME COURT OF TEXAS	265.00	407774		
CLERK - SUPREME COURT OF TEXAS	235.00	407776		
UNITED STATES POSTAL SERVICE	34.01	407808		
JAMES R. MAKIN, P.C.	4,350.00	407868		
58TH DISTRICT COURT				6,130.76*
MANNINGS SCHOOL SUPPLY	39.90	407749		
SOUTHEAST TEXAS WATER	29.95	407772		
UNITED STATES POSTAL SERVICE	.41	407808		
60TH DISTRICT COURT				70.26*
OFFICE DEPOT	106.18	407755		
136TH DISTRICT COURT				106.18*
UNITED STATES POSTAL SERVICE	.81	407808		
252ND DISTRICT COURT				.81*
GAYLYN COOPER	600.00	407697		
HERNANDEZ OFFICE SUPPLY, INC.	2,067.00	407737		
NATHAN REYNOLDS, JR.	600.00	407763		
KEVIN S. LAINE	800.00	407797		
UNITED STATES POSTAL SERVICE	218.58	407808		
JUDGE RAQUEL WEST	282.71	407821		
SAMUEL & SON LAW FIRM PLLC	900.00	407913		
279TH DISTRICT COURT				5,468.29*
LAIRON DOWDEN, JR.	325.00	407720		
RANDY SHELTON	490.60	407767		
CLERK - SUPREME COURT OF TEXAS	305.00	407775		
UNITED STATES POSTAL SERVICE	.89	407808		
317TH DISTRICT COURT				1,121.49*
GAYLYN COOPER	1,350.00	407697		
JACK LAWRENCE	325.00	407700		
PHILLIP DOWDEN	825.00	407705		
LAIRON DOWDEN, JR.	350.00	407721		
TRAVIS EVANS	325.00	407725		
TERRENCE HOLMES	150.00	407738		
CASH ADVANCE ACCOUNT	765.62	407743		
ANITA F. PROVO	400.00	407762		
CHARLES ROJAS	800.00	407803		
UNITED STATES POSTAL SERVICE	2.25	407808		
GLEN M. CROCKER	1,500.00	407813		
LANGSTON ADAMS	150.00	407822		
JOEL WEBB VAZQUEZ	975.00	407833		
JUDY PAASCH	2,278.33	407835		
TONYA CONNELL TOUPS	1,625.00	407849		
JONATHAN L. STOVALL	243.75	407867		
C. HADEN CRIBBS JR., PC	325.00	407875		
MATUSKA LAW FIRM	650.00	407902		
TARA SHELANDER	1,000.00	407906		
DANE DENNISON	500.00	407907		
LAW OFFICE OF J SCOTT FREDERICK	1,500.00	407919		
JUSTICE COURT-PCT 1 PL 1				16,039.95*

PGM: GMCOMMV2	DATE 05-25-2015		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	33.09	407808	33.09*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	240.96	407808	240.96*
JUSTICE COURT-PCT 2			
POSTMASTER	280.00	407760	280.00*
JUSTICE COURT-PCT 6			
OLMSTED-KIRK PAPER	36.00	407757	
UNITED STATES POSTAL SERVICE	31.56	407808	67.56*
JUSTICE COURT-PCT 7			
MANNINGS SCHOOL SUPPLY	19.95	407749	19.95*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	25.41	407808	
SIERRA SPRING WATER CO. - BT	25.96	407810	26.37*
COUNTY COURT AT LAW NO. 2			
CDW COMPUTER CENTERS, INC.	185.42	407801	
UNITED STATES POSTAL SERVICE	25.65	407808	211.07*
COUNTY COURT AT LAW NO. 3			
NATHAN REYNOLDS, JR.	500.00	407763	
UNITED STATES POSTAL SERVICE	25.58	407808	
ANTOINE FREEMAN	250.00	407850	
LAURIE PEROZZO	250.00	407861	1,025.58*
COURT MASTER			
JUDGE LARRY GIST	3,134.90	407729	
UNITED STATES POSTAL SERVICE	2.92	407808	3,137.82*
MEDIATION CENTER			
OFFICE DEPOT	122.99	407755	
TRI-CITY COFFEE SERVICE	27.65	407785	
UNITED STATES POSTAL SERVICE	3.25	407808	
CLASSIC FORMS AND PRODUCTS	99.00	407828	
KARA HAWTHORN	698.99	407869	951.88*
SHERIFF'S DEPARTMENT			
AIRBORNE LAW ENFORCEMENT ASSN.	225.00	407696	
AMERA-CHEM	86.90	407699	
EQUINE MEDICINE & SURGERY	87.00	407724	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	837.00	407741	
KAY ELECTRONICS, INC.	690.10	407746	
MOORMAN & ASSOCIATES, INC.	300.00	407753	
OFFICE DEPOT	565.09	407755	
SHERWIN-WILLIAMS	635.90	407769	
CDW COMPUTER CENTERS, INC.	77.59	407801	
VERIZON WIRELESS	3,153.17	407806	
UNITED STATES POSTAL SERVICE	1,059.59	407808	
SHI GOVERNMENT SOLUTIONS, INC.	984.60	407811	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	407815	
CHRISTUS HOSPITAL	985.00	407816	
CODE BLUE	1,061.00	407832	
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	40.00	407873	
SPANKY'S WRECKER SERVICE INC	745.00	407881	
SORENSEN FORENSIC	3,005.00	407884	
SILSBEE FORD INC	3,558.24	407899	18,129.13*
CRIME LABORATORY			

PGM: GMCOMMV2	DATE 05-25-2015	PAGE: 5 47 TOTAL
NAME	AMOUNT	CHECK NO.
FISHER SCIENTIFIC	38.41	407728
OFFICE DEPOT	304.82	407755
CDW COMPUTER CENTERS, INC.	125.76	407801
AIRGAS SOUTHWEST	872.34	407853
JULIE HANNON	600.00	407891
EXCEL MEDICAL WASTE LLC	77.98	407922
JAIL - NO. 2		2,019.31*
CITY OF BEAUMONT - WATER DEPT.	15,830.23	407715
COASTAL WELDING SUPPLY	36.00	407717
JOHNSON SUPPLY	143.59	407744
PETTY CASH - SHERIFF'S OFFICE	569.50	407758
WORLD FUEL SERVICES	948.28	407862
KROPP HOLDINGS INC	612.47	407895
JUVENILE PROBATION DEPT.		18,140.07*
UNITED STATES POSTAL SERVICE	42.34	407808
LATRICIA COLEMAN	110.40	407819
TENNILLE DAW	418.60	407824
CLINTON DEROUEN	23.00	407878
JUVENILE DETENTION HOME		594.34*
CITY OF BEAUMONT - WATER DEPT.	2,886.59	407715
JOHN C. WHITE, D.D.S.	100.00	407789
OAK FARM DAIRY	296.15	407796
CHARMTX INC.	359.00	407829
FLOWERS FOODS	129.55	407830
CENTERPOINT ENERGY RESOURCES CORP	413.36	407836
MORPHOTRUST USA	500.00	407908
CONSTABLE PCT 1		4,684.65*
KAY ELECTRONICS, INC.	110.75	407746
UNITED STATES POSTAL SERVICE	86.71	407808
WALZ POSTAL SOLUTIONS	356.24	407814
LAW ENFORCEMENT MGMT INST OF TEXAS	585.00	407903
LAW ENFORCEMENT MGMT INST OF TEXAS	390.00	407904
TELETRAC	420.00	407917
CONSTABLE-PCT 2		1,948.70*
CASH ADVANCE ACCOUNT	341.04	407743
OFFICE DEPOT	53.41	407755
CONSTABLE-PCT 6		394.45*
UNITED STATES POSTAL SERVICE	10.96	407808
CONSTABLE PCT. 8		10.96*
CASH ADVANCE ACCOUNT	473.04	407743
OFFICE DEPOT	107.16	407755
THOMSON REUTERS-WEST	277.00	407890
AGRICULTURE EXTENSION SVC		857.20*
OFFICE DEPOT	117.91	407755
UNITED STATES POSTAL SERVICE	1.29	407808
TRACTOR SUPPLY CO	6.49	407842
M J EBELING	73.03	407886
EMILEE BEAN	258.46	407896
HEALTH AND WELFARE NO. 1		457.18*
AMERICAN ASSOCIATION OF NOTARIES	89.94	407707
BROUSSARD'S MORTUARY	1,500.00	407712
CALVARY MORTUARY	2,900.00	407713
CLAYBAR FUNERAL HOME, INC.	2,436.70	407716
UNITED STATES POSTAL SERVICE	69.83	407808
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	407818

PGM: GMCOMMV2	DATE 05-25-2015	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
CENTERPOINT ENERGY RESOURCES CORP	19.20	407837
PROCTOR'S MORTUARY INC	1,500.00	407863
HEALTH AND WELFARE NO. 2		8,615.67*
TIME WARNER COMMUNICATIONS	78.13	407781
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	407818
EXCEL MEDICAL WASTE LLC	81.40	407922
CHILD WELFARE UNIT		259.53*
DISA, INC.	365.00	407722
BEAUMONT OCCUPATIONAL SERVICE, INC.	827.85	407815
RHONDA PRUDHOMME	50.00	407876
TRELIN FARR	40.00	407905
JORDY CELIS FC	15.00	407923
INDIGENT MEDICAL SERVICES		1,297.85*
KINGS PHARMACY	342.91	407703
CARDINAL HEALTH 110 INC	41,515.37	407893
DISPENSARY OF HOPE LLC	1,572.00	407914
MAINTENANCE-BEAUMONT		43,430.28*
AAA LOCK & SAFE	87.50	407689
GUARDIAN FORCE	36.00	407695
BINSWANGER GLASS CO.	1,099.30	407711
CINTAS, INC.	466.96	407714
CITY OF BEAUMONT - WATER DEPT.	576.73	407715
COASTAL WELDING SUPPLY	34.65	407717
COBURN'S, BEAUMONT BOWIE (1)	139.08	407718
W.W. GRAINGER, INC.	481.42	407732
M&D SUPPLY	364.92	407748
MCCOWN PAINT & SUPPLY OF TEXAS	637.74	407750
MOORE SUPPLY, INC.	59.62	407752
RITTER @ HOME	173.07	407764
SANITARY SUPPLY, INC.	182.22	407765
ACE IMAGEWEAR	193.33	407768
WHOLESALE ELECTRIC SUPPLY CO.	89.77	407791
ACADIAN HARDWOODS, BEAUMONT	222.56	407820
MUNRO'S SAFETY APPAREL	48.21	407826
A1 FILTER SERVICE COMPANY	732.70	407874
CARRIER ENTERPRISE LLC	42.97	407892
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	407897
MAINTENANCE-MID COUNTY		28,356.51*
CENTERPOINT ENERGY RESOURCES CORP	63.12	407836
SERVICE CENTER		63.12*
A-LINE FRONT END & BRAKE	853.39	407701
INTERSTATE BATTERIES OF BEAUMONT/PA	85.95	407739
KINSEL FORD, INC.	9.16	407747
M&D SUPPLY	46.10	407748
PHILPOTT MOTORS, INC.	187.77	407759
TRI-CON, INC.	9,167.43	407784
JEFFERSON CTY. TAX OFFICE	7.50	407805
BUMPER TO BUMPER	655.17	407834
AIRPORT GULF TOWING LLC	225.00	407841
HIGHTECH SIGNS	68.00	407844
DEJEAN AUTOMOTIVE	1,112.90	407847
ROBERT'S TEXACO XPRESS LUBE	161.00	407854
AMERICAN TIRE DISTRIBUTORS	141.94	407855
LIBERTY TIRE RECYCLING LLC	84.00	407858
UNIFIRST HOLDINGS INC	44.20	407860
MIGHTY OF SOUTHEAST TEXAS	58.66	407871
SILSBEE FORD INC	663.60	407899
VETERANS SERVICE		13,571.77*
CASH ADVANCE ACCOUNT	925.73	407743

PGM: GMCOMMV2	DATE 05-25-2015	PAGE: 7 49
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	10.42	407808
HILARY GUEST	247.88	407823
		1,184.03*
		839,518.70**
MOSQUITO CONTROL FUND		
MCGRIFF, SEIBELS & WILLIAMS OF TX	15,750.00	407825
CENTERPOINT ENERGY RESOURCES CORP	25.81	407836
		15,775.81**
J.C. FAMILY TREATMENT CT.		
JUDY PAASCH	50.00	407835
		50.00**
LAW LIBRARY FUND		
JONES MCCLURE PUBLISHING, INC.	225.00	407745
THOMSON REUTERS-WEST	5,724.50	407890
		5,949.50**
JUVENILE TJPC-A-2014-123		
YOUTH ADVOCATE PROGRAM	3,723.65	407846
TJJD	150.00	407877
		3,873.65**
COMMUNITY SUPERVISION FND		
HERBERT JAMES, JR.	100.00	407740
CASH ADVANCE ACCOUNT	1,204.60	407743
OFFICE DEPOT	310.43	407755
TIME WARNER COMMUNICATIONS	78.13	407779
SASSI INSTITUTE	1,380.50	407794
UNITED STATES POSTAL SERVICE	170.12	407808
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	407851
JCCSC	245.00	407866
EXCEL MEDICAL WASTE LLC	177.08	407922
		10,630.86**
JEFF. CO. WOMEN'S CENTER		
ALL STAR PLUMBING	850.00	407704
BELL'S LAUNDRY	829.33	407710
ECOLAB	82.95	407723
M&D SUPPLY	74.90	407748
KIM MCKINNEY, LPC, LMFT	225.00	407751
SANITARY SUPPLY, INC.	423.84	407765
SYSCO FOOD SERVICES, INC.	955.07	407777
PETTY CASH - RESTITUTION I	116.89	407793
TEXAS FIRE & COMMUNICATIONS	1,975.75	407804
BEN E KEITH FOODS	1,396.69	407831
ATTABOY TERMITE & PEST CONTROL	50.00	407859
EXCEL MEDICAL WASTE LLC	162.80	407922
		7,143.22**
MENTALLY IMPAIRED OFFEND.		
CHRISTAVIA WILLRIDGE	139.44	407916
		139.44**
COMMUNITY CORRECTIONS PRG		
DAVID POUNCY	199.53	407761
		199.53**
DRUG DIVERSION PROGRAM		
ORION HEALTHCARE TECHNOLOGY	3,420.00	407839
		3,420.00**
LAW OFFICER TRAINING GRT		
ZEE MEDICAL SERVICE	177.31	407792
		177.31**
DRUG INTERVENTION COURT		
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	2,520.00	407742
LAND MANOR, INC.	1,332.00	407802
REDWOOD TOXICOLOGY LABORATORY	181.95	407845
		4,033.95**
COUNTY RECORDS MANAGEMENT		

PGM: GMCOMMV2	DATE 05-25-2015		PAGE: 8 50 TOTAL
NAME	AMOUNT	CHECK NO.	
BRENDA JACKSON	486.64	407924	486.64**
VAWA FUND			
KIMBERLY PHELAN, P.C.	1,000.00	407840	1,000.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	2,354.52	407743	2,354.52**
HOTEL OCCUPANCY TAX FUND			
CREATIVE MICRO SOLUTIONS, INC.	169.00	407692	
GOLD CREST ELECTRIC CO., INC.	702.12	407731	
ENTERGY	982.82	407736	
MUNRO'S	35.25	407754	
TIME WARNER COMMUNICATIONS	110.72	407780	
TRI-CITY COFFEE SERVICE	83.00	407785	
UNITED STATES POSTAL SERVICE	13.65	407808	
COUNTY HOME AND RANCH LP	11.62	407872	
MATERA PAPER COMPANY INC	88.06	407889	2,196.24**
CAPITAL PROJECTS FUND			
ACTION RESTORATION INC.	2,000.04	407857	
GOSS BUILDING INC	10,963.80	407920	12,963.84**
AIRPORT FUND			
TRIANGLE LOCKSMITH	94.95	407698	
FAILS GARAGE	7.00	407727	
WASTE MGT. GOLDEN TRIANGLE, INC.	493.48	407786	
UNITED STATES POSTAL SERVICE	2.84	407808	
CENTERPOINT ENERGY RESOURCES CORP	132.13	407836	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	150.25	407856	
UNIFIRST HOLDINGS INC	97.70	407860	
DRAGO SUPPLY	166.56	407864	
MOWERS TRACTORS INC	36.99	407870	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,470.42	407885	
ADVANCE AUTO PARTS	89.11	407887	
EASTERN AVIATION FUELS INC	17,660.33	407912	20,401.76**
AIRPORT IMPROVE. GRANTS			
TOLUNAY-WONG ENGINEERS INC	2,182.50	407865	2,182.50**
SETEC FUND			
CURTIS 1000, INC.	270.59	407719	270.59**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,429.62	407838	10,429.62**
SHERIFF'S FORFEITURE FUND			
TEXAS NARCOTICS OFFICER'S ASSN.	1,020.00	407782	
ENTERPRISE RENT A CAR COMPANY	1,012.51	407909	2,032.51**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,177.00	407660	
CLEAT	306.00	407661	
JEFFERSON CTY. TREASURER	19,163.70	407662	
RON STADTMUELLER - CHAPTER 13	1,917.50	407663	
INTERNAL REVENUE SERVICE	300.00	407664	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,160.00	407665	
JEFFERSON CTY. COMMUNITY SUP.	10,588.72	407666	
JEFFERSON CTY. TREASURER - HEALTH	426,410.28	407667	
JEFFERSON CTY. TREASURER - GENERAL	20.00	407668	
JEFFERSON CTY. TREASURER - PAYROLL	1,595,573.95	407669	
JEFFERSON CTY. TREASURER - PAYROLL	637,456.30	407670	
JEFFERSON CTY. TREASURER	110.61	407671	



NAME	AMOUNT	CHECK NO.	TOTAL
MONEY/MLOA	231.74	407672	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,161.38	407673	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.77	407674	
JEFFERSON CTY. TREASURER - TCDRS	612,809.05	407675	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,831.65	407676	
JEFFERSON COUNTY TREASURER	2,666.47	407677	
JEFFERSON COUNTY - TREASURER -	6,120.43	407678	
NECHES FEDERAL CREDIT UNION	60,023.63	407679	
JEFFERSON COUNTY - NATIONWIDE	70,359.79	407680	
TENNESSEE CHILD SUPPORT	115.38	407681	
SBA - U S DEPARTMENT OF TREASURY	168.49	407682	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	407683	
ECMC	2.50	407684	
WILLIAM E HEITKAMP	720.72	407685	
JOHN TALTON	2,367.69	407686	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	407687	
COLLEGE ASIST	126.53	407688	
JEFFERSON CTY. TREASURER - PAYROLL	56,480.00	407925	
GUARDIANSHIP FEE			3,526,591.36**
JOSHUA C HEINZ	300.00	407882	
APPELLATE JUDICIAL SYSTEM			300.00**
9TH COURT OF APPEALS	2,415.00	407852	
ORCA - IKE			2,415.00**
N&T CONSTRUCTION COMPANY, INC.	214,315.49	407694	
MARINE DIVISION			214,315.49**
RITTER @ HOME	12.98	407764	
SETZER HARDWARE, INC.	13.39	407766	
VERIZON WIRELESS	341.91	407806	
THE DINGO GROUP-PETE JORGENSEN MARI	624.34	407848	
			992.62**
			4,783,348.00***

PGM: GMCOMMV2	DATE 06-01-2015	PAGE: 1 52 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	162.85	408006
WARREN'S DO-NUTS	42.23	408050
		205.08**
ROAD & BRIDGE PCT.#1		
APAC, INC. - TROTTI & THOMSOM	1,530.65	407940
CARQUEST AUTO PARTS # 96	14.89	407948
M&D SUPPLY	116.15	407972
AT&T	61.84	407996
TRI-CON, INC.	2,267.03	408005
SOUTHERN TIRE MART, LLC	2,999.60	408016
EDDIE ARNOLD	473.45	408048
LANSDOWNE-MOODY CO	1,475.13	408054
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085
		9,012.10**
ROAD & BRIDGE PCT.#2		
ACE GLASS & MIRROR, INC.	46.41	407929
APAC, INC. - TROTTI & THOMSOM	131.10	407940
CURETON & SON	79.00	407954
MUNRO'S	36.90	407978
RITTER @ HOME	53.85	407986
TRI-CON, INC.	2,835.66	408005
VULCAN MATERIALS CO.	1,325.74	408008
WAUKESHA-PEARCE IND., INC.	358.44	408012
DEPARTMENT OF INFORMATION RESOURCES	1.11	408022
AUTO TRIM EXPRESS	160.00	408023
BUMPER TO BUMPER	480.00	408045
MARTIN PRODUCT SALES LLC	1,368.46	408055
NEW WAVE WELDING TECHNOLOGY	6.60	408061
ACT PIPE AND SUPPLY	2,490.00	408065
DE LAGE LANDEN PUBLIC FINANCE	104.00	408085
MEMBER'S BUILDING MAINTENANCE LLC	149.50	408102
SILSBEE FORD INC	73,355.75	408104
DEVALL DIESEL SERVICES INC	102.09	408111
MIKE TRAHAN	10.50	408113
		83,095.11**
ROAD & BRIDGE PCT. # 3		
A&A EQUIPMENT	67.74	407926
ABLE FASTENER, INC.	109.55	407928
ENTERGY	172.76	407962
MUNRO'S	18.23	407978
MUSTANG CAT	59.37	407979
SMART'S TRUCK & TRAILER, INC.	77.34	407994
AT&T	70.36	407996
TIME WARNER COMMUNICATIONS	82.51	408000
TRI-CON, INC.	2,036.15	408005
HOWARD'S AUTO SUPPLY	45.30	408019
DEPARTMENT OF INFORMATION RESOURCES	.30	408022
BUMPER TO BUMPER	129.51	408045
C & I OIL COMPANY INC	5,372.80	408066
DE LAGE LANDEN PUBLIC FINANCE	154.80	408085
		8,396.72**
ROAD & BRIDGE PCT.#4		
APAC, INC. - TROTTI & THOMSOM	2,377.28	407940
CITY OF BEAUMONT - WATER DEPT.	19.03	407949
COASTAL WELDING SUPPLY	45.00	407952
GULF COAST SCREW & SUPPLY	18.99	407961
ENTERGY	907.09	407962
CASH ADVANCE ACCOUNT	345.45	407967
M&D SUPPLY	15.76	407972
MUNRO'S	67.20	407978
TRI-CON, INC.	4,835.91	408005
UNITED STATES POSTAL SERVICE	.48	408026
EVERETT D ALFRED	119.70	408034
DE LAGE LANDEN PUBLIC FINANCE	373.37	408085
NATIONAL ORGANIZATION OF BLACK	250.00	408086
ON TIME TIRE	63.00	408090
		9,438.26**
ENGINEERING FUND		

PGM: GMCOMMV2	DATE 06-01-2015		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL 53
TRANSIT & LEVEL CLINIC	700.00	408003	
DE LAGE LANDEN PUBLIC FINANCE	662.83	408085	1,362.83**
PARKS & RECREATION			
ENTERGY	287.78	407962	
LOWE'S HOME CENTERS, INC.	165.65	408030	453.43**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	502.84	407982	
TAX ASSESSOR-COLLECTOR ASSOCIATION	85.00	407998	
DEPARTMENT OF INFORMATION RESOURCES	.12	408022	
UNITED STATES POSTAL SERVICE	1,054.40	408026	
ROCHESTER ARMORED CAR CO INC	352.00	408077	
DE LAGE LANDEN PUBLIC FINANCE	506.82	408085	
NEMO-Q	390.00	408099	2,891.18*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	75.00	407944	
CARY ERICKSON	9.71	407958	
OFFICE DEPOT	460.56	407982	
UNITED STATES POSTAL SERVICE	2.03	408026	
DE LAGE LANDEN PUBLIC FINANCE	105.34	408085	652.64*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	17.29	408026	
DE LAGE LANDEN PUBLIC FINANCE	148.43	408085	165.72*
COUNTY CLERK			
M&D SUPPLY	27.30	407972	
OFFICE DEPOT	81.78	407982	
ULINE SHIPPING SUPPLY SPECIALI	620.14	408007	
UNITED STATES POSTAL SERVICE	375.37	408026	
DE LAGE LANDEN PUBLIC FINANCE	1,501.35	408085	2,605.94*
COUNTY JUDGE			
JOHN E MACEY	500.00	407973	
OFFICE DEPOT	249.37	407982	
ANITA F. PROVO	500.00	407985	
UNITED STATES POSTAL SERVICE	5.46	408026	
KIMBERLY PHELAN, P.C.	500.00	408051	
FRED JACKSON	145.25	408062	
DE LAGE LANDEN PUBLIC FINANCE	105.34	408085	
THOMSON REUTERS-WEST	116.58	408097	2,122.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	16.04	408026	
DE LAGE LANDEN PUBLIC FINANCE	77.40	408085	93.44*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	229.39	408026	
DE LAGE LANDEN PUBLIC FINANCE	478.80	408085	708.19*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	408085	1,198.98*
PURCHASING DEPARTMENT			
OFFICE DEPOT	64.85	407982	
UNITED STATES POSTAL SERVICE	42.08	408026	
DE LAGE LANDEN PUBLIC FINANCE	105.34	408085	212.27*
GENERAL SERVICES			

PGM: GMCOMMV2	DATE 06-01-2015	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	120.00	407967
SPINDLETOP MHMR	32,990.75	407971
TIME WARNER COMMUNICATIONS	486.54	408001
CROWN CASTLE INTERNATIONAL	1,372.63	408039
ROCHESTER ARMORED CAR CO INC	3,976.10	408077
DYNAMEX INC	208.57	408103
		39,154.59*
DATA PROCESSING		
GUARDIAN FORCE	36.00	407931
MAVERICK COMMUNICATIONS, INC.	946.00	407975
OFFICE DEPOT	106.14	407982
CDW COMPUTER CENTERS, INC.	1,524.43	408020
VERIZON WIRELESS	75.98	408024
DE LAGE LANDEN PUBLIC FINANCE	148.43	408085
		2,836.98*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	166.27	408026
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085
COASTAL BUSINESS FORMS	1,133.30	408095
		1,372.93*
ELECTIONS DEPARTMENT		
UNITED STATES POSTAL SERVICE	278.10	408026
DE LAGE LANDEN PUBLIC FINANCE	387.38	408085
		665.48*
DISTRICT ATTORNEY		
ATTORNEY GENERAL - STATE OF TEXAS	175.00	407941
LEAH HAYES	82.50	407963
HERNANDEZ OFFICE SUPPLY, INC.	1,440.00	407964
NELL MCCALLUM & ASSOC., INC.	441.17	407976
OFFICE DEPOT	499.57	407982
CDW COMPUTER CENTERS, INC.	170.04	408020
UNITED STATES POSTAL SERVICE	168.96	408026
RECALL TOTAL INFORMATION MANAGEMENT	637.77	408037
ELEX PUBLISHING INC	180.00	408052
ACADIAN AMBULANCE SERVICE	408.00	408063
DE LAGE LANDEN PUBLIC FINANCE	636.38	408085
THOMSON REUTERS-WEST	689.41	408097
		5,528.80*
DISTRICT CLERK		
CASH ADVANCE ACCOUNT	1,117.60	407967
UNITED STATES POSTAL SERVICE	290.10	408026
DE LAGE LANDEN PUBLIC FINANCE	125.46	408085
		1,533.16*
CRIMINAL DISTRICT COURT		
GAYLYN COOPER	1,250.00	407932
LEAH HAYES	1,941.15	407963
SOUTHWEST BUILDING SYSTEMS	176.90	407995
KEVIN S. LAINE	950.00	408017
UNITED STATES POSTAL SERVICE	20.67	408026
RYAN GERTZ	1,462.50	408072
JASON ROBERT NICKS	600.00	408073
DE LAGE LANDEN PUBLIC FINANCE	77.40	408085
		6,478.62*
58TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	77.40	408085
		77.40*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.81	408026
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085
		74.17*
136TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.41	408026
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085
		73.77*
172ND DISTRICT COURT		

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NAME	AMOUNT	CHECK NO.	TOTAL 55
UNITED STATES POSTAL SERVICE	18.83	408026	
DE LAGE LANDEN PUBLIC FINANCE	77.40	408085	
252ND DISTRICT COURT			96.23*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	58,450.00	407943	
THOMAS J. BURBANK, P.C.	2,375.00	407947	
HERNANDEZ OFFICE SUPPLY, INC.	569.00	407964	
KEVIN S. LAINE	931.00	408017	
UNITED STATES POSTAL SERVICE	94.99	408026	
LANGSTON ADAMS	900.00	408033	
ANTOINETTE BRADLEY	700.00	408040	
JOEL WEBB VAZQUEZ	600.00	408044	
DE LAGE LANDEN PUBLIC FINANCE	529.96	408085	64,011.95*
279TH DISTRICT COURT			
LAIRON DOWDEN, JR.	510.00	407955	
TERRENCE HOLMES	75.00	407965	
MARVA PROVO	1,000.00	407984	
KEVIN S. LAINE	650.00	408017	
CHARLES ROJAS	75.00	408021	
JOEL WEBB VAZQUEZ	325.00	408044	
KIMBERLY PHELAN, P.C.	1,125.00	408051	
TONYA CONNELL TOUPS	150.00	408057	
JONATHAN L. STOVALL	187.50	408080	
DE LAGE LANDEN PUBLIC FINANCE	285.95	408085	
MATUSKA LAW FIRM	375.00	408105	
MELANIE AIREY	75.00	408106	
LAW OFFICE OF J SCOTT FREDERICK	75.00	408107	4,908.45*
317TH DISTRICT COURT			
JACK LAWRENCE	1,050.00	407934	
PHILLIP DOWDEN	550.00	407939	
LAIRON DOWDEN, JR.	675.00	407955	
TRAVIS EVANS	325.00	407959	
TERRENCE HOLMES	150.00	407965	
MARVA PROVO	1,500.00	407984	
ANITA F. PROVO	650.00	407985	
KEVIN PAULA SEKALY PC	1,050.00	407991	
TAMARA DEROUEN	300.00	408014	
CHARLES ROJAS	225.00	408021	
UNITED STATES POSTAL SERVICE	.96	408026	
THE PARKER LAW FIRM	225.00	408071	
JONATHAN L. STOVALL	150.00	408080	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	408081	
DE LAGE LANDEN PUBLIC FINANCE	77.40	408085	
MATUSKA LAW FIRM	300.00	408105	
MELANIE AIREY	500.00	408106	7,878.36*
JUSTICE COURT-PCT 1 PL 1			
CASH ADVANCE ACCOUNT	667.91	407967	
UNITED STATES POSTAL SERVICE	23.15	408026	
DE LAGE LANDEN PUBLIC FINANCE	125.00	408085	816.06*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085	73.36*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.21	408022	
DE LAGE LANDEN PUBLIC FINANCE	104.00	408085	
THOMSON REUTERS-WEST	172.50	408097	276.71*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	71.16	407982	
UNITED STATES POSTAL SERVICE	21.70	408026	
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085	166.22*
JUSTICE COURT-PCT 7			

PGM: GMCOMMV2	DATE 06-01-2015		PAGE: 5
NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	29.81	407996	
DEPARTMENT OF INFORMATION RESOURCES	.12	408022	
			29.93*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	265.00	408085	
COUNTY COURT AT LAW NO.1			265.00*
UNITED STATES POSTAL SERVICE	2.03	408026	
DE LAGE LANDEN PUBLIC FINANCE	350.69	408085	
			352.72*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	1,750.00	407932	
JOHN E MACEY	250.00	407973	
OFFICE DEPOT	319.07	407982	
UNITED STATES POSTAL SERVICE	26.46	408026	
JOEL WEBB VAZQUEZ	550.00	408044	
SEAN VILLERY-SAMUEL	250.00	408070	
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085	
			3,218.89*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	27.61	408026	
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085	
			100.97*
COURT MASTER			
JUDGE LARRY GIST	3,134.90	407960	
KIRKSEY'S SPRINT PRINTING	65.00	407970	
VERIZON WIRELESS	128.50	408024	
UNITED STATES POSTAL SERVICE	.81	408026	
DE LAGE LANDEN PUBLIC FINANCE	104.00	408085	
			3,433.21*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	6.87	408026	
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085	
			80.23*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	408085	
			332.16*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT	212.00	407966	
OFFICE DEPOT	114.96	407982	
ORANGE COUNTY ASSOCIATION FOR	400.00	408015	
KEESHA GUILLORY	300.00	408018	
CDW COMPUTER CENTERS, INC.	193.99	408020	
DEPARTMENT OF INFORMATION RESOURCES	.80	408022	
UNITED STATES POSTAL SERVICE	1,057.96	408026	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	408028	
FIVE STAR FEED	66.00	408036	
CODE BLUE	2,719.00	408042	
DE LAGE LANDEN PUBLIC FINANCE	1,073.06	408085	
RITA HURT	275.00	408088	
			6,445.72*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	137.29	407927	
HENRY SCHEIN, INC.	194.76	407989	
STERALOIDS INC	65.00	408078	
DE LAGE LANDEN PUBLIC FINANCE	104.00	408085	
RDB SERVICES	500.00	408089	
			1,001.05*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS	81.14	407930	
JOHNSTONE SUPPLY	321.56	407935	
BOB BARKER CO., INC.	1,251.90	407942	
BEAUMONT TRACTOR COMPANY	93.02	407945	

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NAME	AMOUNT	CHECK NO. TOTAL
ECOLAB	399.90	407957
HERNANDEZ OFFICE SUPPLY, INC.	230.96	407964
CASH ADVANCE ACCOUNT	5,602.50	407967
M&D SUPPLY	187.13	407972
MOORE SUPPLY, INC.	390.60	407977
OFFICE DEPOT	759.79	407982
SANITARY SUPPLY, INC.	1,692.78	407988
SCOTT EQUIPMENT, INC.	1,258.61	407990
SHERWIN-WILLIAMS	538.14	407993
WASTE MGT. GOLDEN TRIANGLE, INC.	4,061.97	408011
DEPARTMENT OF INFORMATION RESOURCES	9.06	408022
LOWE'S HOME CENTERS, INC.	20.53	408030
LONE STAR UNIFORMS, INC.	224.75	408031
PETROLEUM SOLUTIONS, INC.	843.50	408043
BELT SOURCE	81.73	408053
AIRGAS SOUTHWEST	395.23	408060
WORLD FUEL SERVICES	1,151.53	408069
FIVE STAR CORRECTIONAL SERVICE	53,146.96	408076
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	408085
EPIC CARD SERVICES LLC	494.62	408092
MATERA PAPER COMPANY INC	2,084.92	408096
THOMSON REUTERS-WEST	888.00	408097
FROGWASH PRESSURE WASHING	800.00	408098
KROPP HOLDINGS INC	1,071.68	408100
JAG AVIATION INC	255.00	408108
POLYLON ROBES	428.40	408109
		80,132.07*
JUVENILE PROBATION DEPT.		
VERIZON WIRELESS	66.70	408024
UNITED STATES POSTAL SERVICE	7.27	408026
DE LAGE LANDEN PUBLIC FINANCE	221.79	408085
		295.76*
JUVENILE DETENTION HOME		
CHARMTEX INC.	105.80	408038
BEN E KEITH FOODS	2,732.80	408041
DE LAGE LANDEN PUBLIC FINANCE	327.69	408085
		3,166.29*
CONSTABLE PCT 1		
CASH ADVANCE ACCOUNT	341.04	407967
VERIZON WIRELESS	227.94	408024
UNITED STATES POSTAL SERVICE	49.55	408026
DE LAGE LANDEN PUBLIC FINANCE	460.79	408085
SAM HOUSTON STATE UNIVERSITY	197.00	408112
		1,276.32*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	408024
		113.97*
CONSTABLE-PCT 4		
DEPARTMENT OF INFORMATION RESOURCES	.14	408022
VERIZON WIRELESS	113.97	408024
DE LAGE LANDEN PUBLIC FINANCE	229.00	408085
		343.11*
CONSTABLE-PCT 6		
VERIZON WIRELESS	113.97	408024
UNITED STATES POSTAL SERVICE	16.01	408026
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085
INFOGROUP	1,028.50	408093
		1,231.84*
CONSTABLE PCT. 7		
AT&T	29.81	407996
DEPARTMENT OF INFORMATION RESOURCES	.16	408022
VERIZON WIRELESS	113.97	408024
TASER INTERNATIONAL	54.91	408046
		198.85*
CONSTABLE PCT. 8		

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NAME	AMOUNT	CHECK NO.	TOTAL 58
VERIZON WIRELESS	113.97	408024	
DE LAGE LANDEN PUBLIC FINANCE	460.50	408085	
			574.47*
AGRICULTURE EXTENSION SVC			
DE LAGE LANDEN PUBLIC FINANCE	148.43	408085	
EMILEE BEAN	25.00	408101	
			173.43*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	407938	
BROUSSARD'S MORTUARY	1,500.00	407946	
CLAYBAR FUNERAL HOME, INC.	999.00	407951	
PETTY CASH - N C WELFARE	135.00	407983	
AUSTIN CECIL WALKES MD PA	3,245.08	408010	
UNITED STATES POSTAL SERVICE	96.64	408026	
DE LAGE LANDEN PUBLIC FINANCE	579.70	408085	
			6,595.42*
HEALTH AND WELFARE NO. 2			
AT&T	29.81	407996	
AUSTIN CECIL WALKES MD PA	3,245.08	408010	
HEB - PORT ARTHUR	74.10	408059	
DE LAGE LANDEN PUBLIC FINANCE	178.70	408085	
			3,527.69*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	407936	
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085	
			1,073.36*
CHILD WELFARE UNIT			
J.C. PENNEY'S	6,194.67	408029	
			6,194.67*
ENVIRONMENTAL CONTROL			
AT&T	48.70	407996	
DEPARTMENT OF INFORMATION RESOURCES	.27	408022	
DE LAGE LANDEN PUBLIC FINANCE	460.79	408085	
			509.76*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	8,255.57	407949	
ENTERGY	44,980.00	407962	
M&D SUPPLY	62.88	407972	
MOORE SUPPLY, INC.	1,735.00	407977	
RALPH'S INDUSTRIAL ELECTRONICS	392.33	407987	
SOUTHWEST BUILDING SYSTEMS	942.02	407995	
AT&T	5,018.35	407996	
DEPARTMENT OF INFORMATION RESOURCES	6,871.77	408022	
HOLES INCORPORATED	1,650.00	408067	
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085	
APHCC-TEXAS	95.00	408094	
			70,076.28*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	831.20	407950	
NOACK LOCKSMITH	490.55	407980	
AT&T	1,281.59	407996	
TIME WARNER COMMUNICATIONS	66.11	407999	
TIME WARNER COMMUNICATIONS	66.11	408002	
DEPARTMENT OF INFORMATION RESOURCES	1.52	408022	
LOWE'S HOME CENTERS, INC.	331.49	408030	
TEXAS GAS SERVICE	64.37	408035	
DE LAGE LANDEN PUBLIC FINANCE	150.76	408085	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	408102	
			5,808.30*
MAINTENANCE-MID COUNTY			
ALL-PHASE ELECTRIC SUPPLY	141.00	407953	
ACE IMAGEWEAR	28.51	407992	
WASTE MGT. GOLDEN TRIANGLE, INC.	74.39	408011	
LOWE'S HOME CENTERS, INC.	159.46	408030	



PGM: GMCOMMV2	DATE 06-01-2015	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
CENTERPOINT ENERGY RESOURCES CORP	25.81	408049
DE LAGE LANDEN PUBLIC FINANCE	77.40	408085
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	408102
SERVICE CENTER		2,432.09*
ACTION AUTO GLASS	198.00	407933
KINSEL FORD, INC.	985.07	407969
TRI-CON, INC.	3,187.18	408005
VERIZON WIRELESS	44.09	408024
FIRST CALL	12.99	408032
BUMPER TO BUMPER	355.57	408045
AMERICAN TIRE DISTRIBUTORS	213.28	408064
UNIFIRST HOLDINGS INC	22.23	408068
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085
MIGHTY OF SOUTHEAST TEXAS	57.11	408087
SILSBEE FORD INC	264.00	408104
VETERANS SERVICE		5,412.88*
UNITED STATES POSTAL SERVICE	14.04	408026
DE LAGE LANDEN PUBLIC FINANCE	464.62	408085
		478.66*
MOSQUITO CONTROL FUND		351,548.70**
SUPERIOR TIRE & SERVICE	78.65	407937
MUNRO'S	218.30	407978
RITTER @ HOME	15.96	407986
TRIANGLE ENGINE DIST.	364.14	408004
DEPARTMENT OF INFORMATION RESOURCES	.04	408022
DE LAGE LANDEN PUBLIC FINANCE	73.36	408085
FAMILY GROUP CONFERENCING		750.45**
DE LAGE LANDEN PUBLIC FINANCE	77.40	408085
J.C. FAMILY TREATMENT CT.		77.40**
JUDY PAASCH	20.00	408047
LAW LIBRARY FUND		20.00**
THOMSON REUTERS-WEST	1,620.44	408097
EMPG GRANT		1,620.44**
KAY ELECTRONICS, INC.	28.30	407968
JUVENILE TJPC-A-2014-123		28.30**
VERIZON WIRELESS	32.10	408024
JUVENILE PROB & DET. FUND		32.10**
VERIZON WIRELESS	32.34	408024
COMMUNITY SUPERVISION FND		32.34**
DEPARTMENT OF INFORMATION RESOURCES	4.39	408022
VERIZON WIRELESS	120.90	408024
UNITED STATES POSTAL SERVICE	80.32	408026
ABSHIRE INTERPRETING SERVICES	110.00	408058
JCCSC	125.00	408079
JEFF. CO. WOMEN'S CENTER		440.61**
ENTERGY	1,519.48	407962
AT&T	128.18	407996
SYSCO FOOD SERVICES, INC.	646.66	407997
BURT WALKER PARTNERS, LTD	4,500.00	408009
DEPARTMENT OF INFORMATION RESOURCES	.09	408022
VERIZON WIRELESS	32.10	408024

PGM: GMCOMMV2	DATE 06-01-2015		PAGE: 9 60
NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	796.17	408041	
DE LAGE LANDEN PUBLIC FINANCE	292.40	408085	
COMMUNITY CORRECTIONS PRG			7,915.08**
DE LAGE LANDEN PUBLIC FINANCE	115.38	408085	
DRUG DIVERSION PROGRAM			115.38**
MARKET BASKET	67.91	407974	
DE LAGE LANDEN PUBLIC FINANCE	115.38	408085	
REGIONAL COMM. SAVNS			183.29**
DEPARTMENT OF INFORMATION RESOURCES	533.28	408022	
COUNTY RECORDS MANAGEMENT			533.28**
UNITED STATES POSTAL SERVICE	.48	408026	
GMO GLOBAL SIGN INC	1,132.00	408110	
DEPUTY SHERIFF EDUCATION			1,132.48**
CASH ADVANCE ACCOUNT	787.01	407967	
J.P. COURTROOM TECH. FUND			787.01**
VERIZON WIRELESS	152.02	408024	
HOTEL OCCUPANCY TAX FUND			152.02**
DEPARTMENT OF INFORMATION RESOURCES	5.67	408022	
VERIZON WIRELESS	37.99	408024	
DE LAGE LANDEN PUBLIC FINANCE	431.67	408085	
DISTRICT CLK RECORDS MGMT			475.33**
DE LAGE LANDEN PUBLIC FINANCE	210.68	408085	
1957 ROAD BOND FUND			210.68**
LJA ENGINEERING INC	620.00	408091	
CAPITAL PROJECTS FUND			620.00**
LJA ENGINEERING INC	19,675.49	408091	
AIRPORT FUND			19,675.49**
BUBBA'S AIR CONDITIONING	558.75	408013	
DEPARTMENT OF INFORMATION RESOURCES	.63	408022	
VERIZON WIRELESS	76.02	408024	
DE LAGE LANDEN PUBLIC FINANCE	177.36	408085	
AIRPORT IMPROVE. GRANTS			812.76**
GARVER LLC	152,970.27	408075	
BAIL BONDING FUND			152,970.27**
PAUL DECUIR JR	1,500.00	408114	
GUARDIANSHIP FEE			1,500.00**
HARVEY L WARREN III	200.00	408074	
CNTY & DIST COURT TECH FD			200.00**
VERIZON WIRELESS	229.27	408024	
MARINE DIVISION			229.27**
DYNAMIC POWER SYSTEM, INC.	917.43	407956	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	202.24	408022	
SIERRA SPRING WATER CO. - BT	74.44	408027	
C & I OIL COMPANY INC	10,403.40	408066	11,597.51**
2014 PORT SECURITY GRANT			
SAFE BOAT INTERNATIONAL	51,731.66	408056	51,731.66**
			717,355.38***

**AGENDA ITEM****June 1, 2015**

Consider, possibly approve, authorize the County Judge to execute, receive and file an Inter-local Agreement between Jefferson County, Texas and the Hamshire-Fannett Independent School District for a roadway easement on Burrell Wingate Road for ingress and egress to the elementary school.



April 17, 2015

Commissioner Brent Weaver  
 Jefferson County Road and Bridge  
 Precinct 2 Center  
 7759 Viterbo Road, Suite #1  
 Beaumont, Texas 77705

**RE: Request for Assistance**

Dear Commissioner Weaver:

In accordance with pertinent provisions of the Interlocal Cooperation Act, section 791.001 et seq., Texas Government Code, on behalf of Hamshire Fannett ISD, a local governmental entity located entirely in Jefferson County, I write to request that the school district be permitted to pave a portion of the Jefferson County right-of-way, located at Hamshire-Fannett Elementary on Burrell-Wingate Road.

This request for assistance is made in order to assure safe ingress and egress to the new Hamshire-Fannett Elementary school, presently under construction, for students, staff, parents, patrons, and other visitors to the school.

As official Hamshire-Fannett ISD representative for all purposes relating to this request, please feel free to contact:

Mark Martin  
 Director of Operation and Personnel  
 Hamshire-Fannett ISD  
 Hamshire, Texas  
 409-656-9384  
[mmartin@hfhorns.net](mailto:mmartin@hfhorns.net)

On behalf of the Board of Trustees, Administration, staff, student, parents, and patrons of the school district, I thank you for your assistance and cooperation in this matter.

Sincerely,

Pamela Lechler  
 Superintendent of Schools  
 Hamshire-Fannett ISD

STATE OF TEXAS

COUNTY OF JEFFERSON

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(  
(

## INTERLOCAL AGREEMENT

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas (County) has constructed and maintained Burrell Wingate Road which also serves as a means of ingress and egress for the Hamshire-Fannett Elementary School and;

WHEREAS, the Hamshire-Fannett Independent School District (District) desires to concrete and improve that section of Burrell Wingate Road, depicted on Exhibit A (Road), attached hereto and incorporated herein, to provide a safer and more efficient access to the school; and

Now, therefore, know all men by these presents:


The District and County hereby agree as follows:

1. District shall construct and pave that section of roadway right of way described in Exhibit A at its own costs, including providing concrete pipe to enclose the existing ditch.
2. The District will pave and construct this section of road right of way with necessary approval of plans by the County Director of Engineering.
3. This agreement shall be effective on the date of its execution.
4. The District will, during all phases of construction, maintain open lanes of traffic for public use.
5. District will continue to maintain the road in a safe and fit manner during the entire time that Burrell Wingate Road is certified as a County road.
6. This agreement shall be construed according to the laws of the State of Texas.
7. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

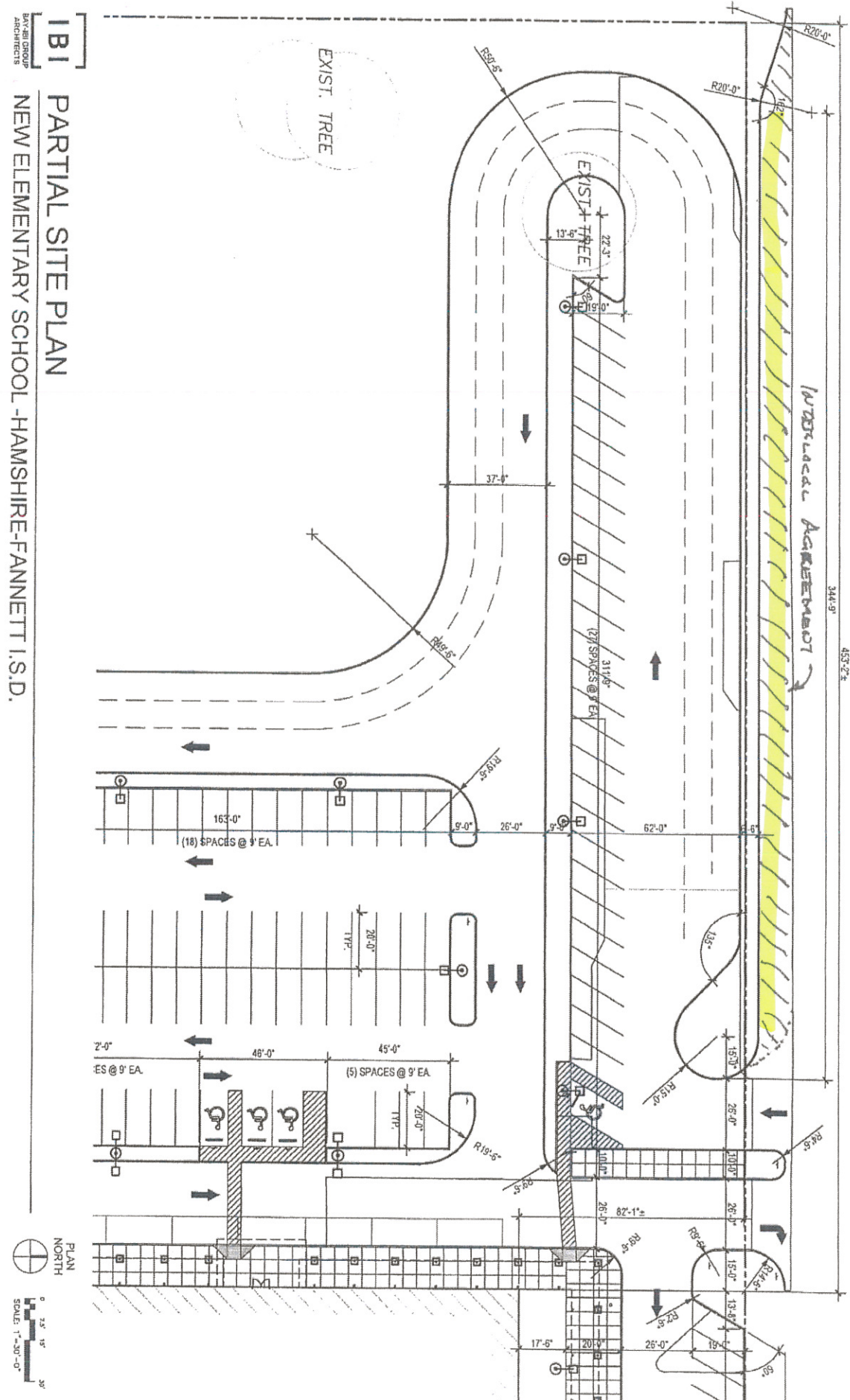
Executed on the 1<sup>ST</sup> day of JUNE, 2015.

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

  
\_\_\_\_\_  
Pamela Lechler, Superintendant  
Hamshire-Fannett Independent  
School District



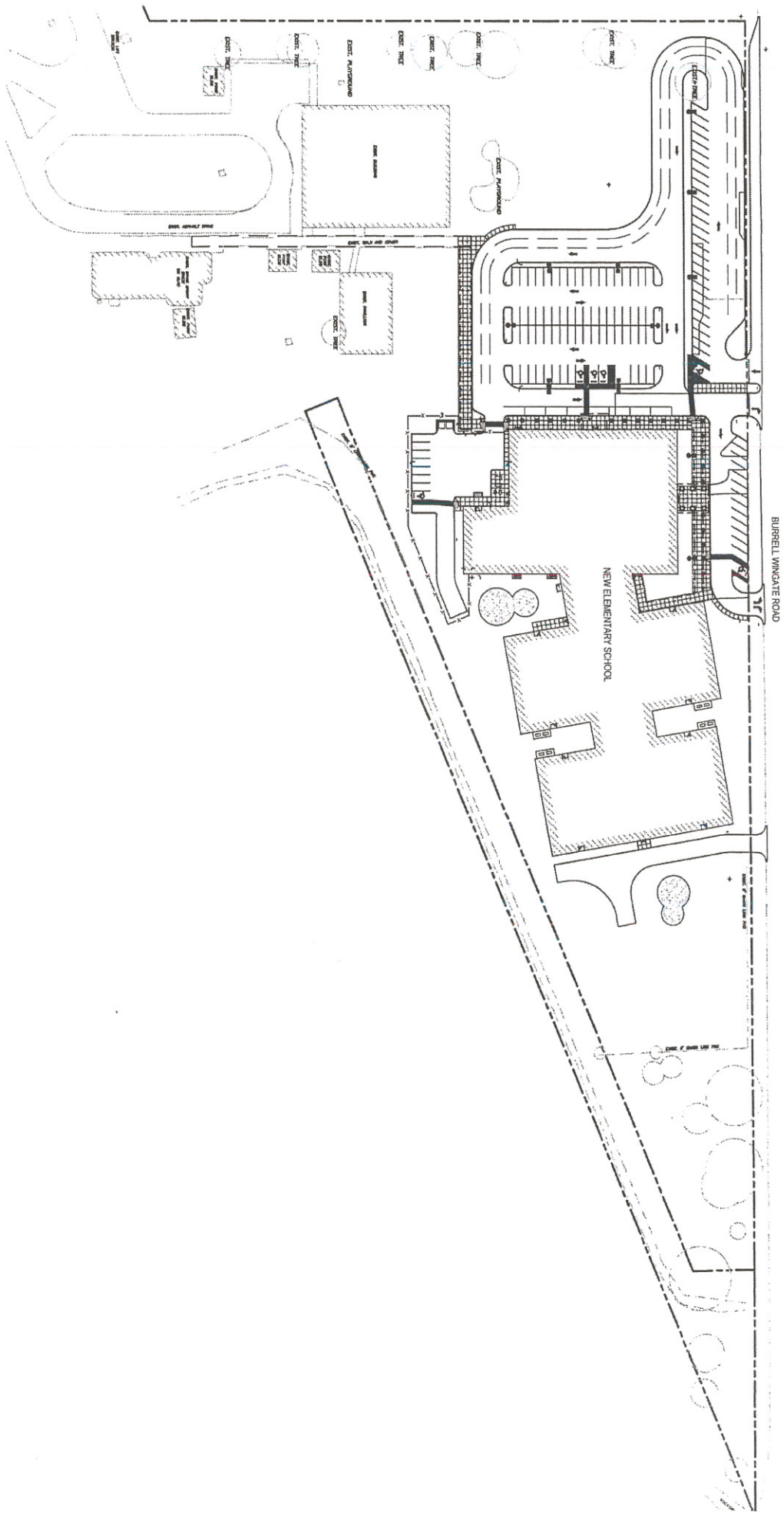
Exhib 7 "A"



Ex A

IBI  
BAYBRI GROUP  
ARCHITECTS

SITE PLAN  
NEW ELEMENTARY SCHOOL - HAMSHIRE-FANNETT I.S.D.





Ex'A"



Imagery Date: 10/3/2014 29°55'25.10" N 94°51'45.792" W elev 19 ft eye alt 1095 ft



**AGENDA ITEM****June 1, 2015**

**Receive and file executed First Amendment to RV Park Management Agreement between Jefferson County, Texas and I-10 Park, L.L.C.**

**MOORE LANDREY, L.L.P.**

ATTORNEYS AT LAW

905 ORLEANS STREET • BEAUMONT, TEXAS 77701

PHONE 409-835-3891 • FAX 409-835-2707

www.moorelandrey.com

JON B. BURMEISTER<sup>1,2,3</sup>  
 KERWIN B. STONE  
 TOMMY L. YEATES<sup>2,3</sup>  
 DAN DUCOTE, JR.<sup>3</sup>  
 SCOT E. SHELDON  
 HEATHER L. BLACKWELL  
 RAY M. MOORE<sup>†</sup>  
 FLOYD A. LANDREY<sup>†</sup>

BOARD CERTIFIED BY THE  
 TEXAS BOARD OF  
 LEGAL SPECIALIZATION:

<sup>1</sup> Civil Appellate Law<sup>2</sup> Civil Trial Law<sup>3</sup> Personal Injury Trial Law<sup>†</sup> RETIRED

May 19, 2015

Mr. Fred L. Jackson Via Hand Delivery  
 Attorney to County Judge  
 Jefferson County Courthouse, Fourth Floor  
 1001 Pearl Street  
 Beaumont, Texas 77701

RE: First Amendment to RV Park Management Agreement

Dear Fred:

Enclosed are duplicate originals of the First Amendment to RV Park Management Agreement, both of which have been duly executed by our client, I-10 Park, L.L.C. Please return one fully executed copy to me after it has been signed by Judge Branick.

Thank you for your courtesy.

Yours truly,

MOORE LANDREY, L.L.P.



Kerwin B. Stone

Email: [kstone@moorelandrey.com](mailto:kstone@moorelandrey.com)

KBS/sjm

Enclosures

# FIRST AMENDMENT TO RV PARK MANAGEMENT AGREEMENT

This First Amendment to RV Park Management Agreement is dated the 15<sup>th</sup> day of JUNE, 2015, by and between Jefferson County, Texas (the "COUNTY"), and I-10 R.V., L.L.C. (Attention: Don McGregor), whose current address is 13322 Alchester Lane, Houston, Texas 77079 ("I-10 R.V."):

WHEREAS, the COUNTY and I-10 R.V. heretofore entered into one certain RV Park Management Agreement dated June 19, 2000 relating to the construction, maintenance, and operation of an RV Park located at the Southeast Texas Entertainment Complex in Jefferson County, Texas (the "Original Agreement"); and

WHEREAS, the beginning date of the Original Agreement was heretofore designated by the COUNTY as being February 1, 2002, per Paragraph 4(a) of the Original Agreement; and

WHEREAS, I-10 R.V. is currently in the first 5-year Extended Term of the Original Agreement; and

WHEREAS, the COUNTY and I-10 R.V. have been engaged in negotiations over the repairs to and maintenance of the RV Park, and over the revenues payable to the COUNTY in the future; and

WHEREAS, the COUNTY and I-10 R.V. have agreed to certain changes to the Original Agreement, which changes will inure to the benefit of both parties;

NOW, THEREFORE, the RV Park Management Agreement dated June 19, 2000 is hereby amended as follows:

1. This First Amendment to RV Park Management Agreement shall become effective upon the execution of this First Amendment by both parties and the return of a fully executed First Amendment to each party.
2. At the time this First Amendment becomes effective, the following shall occur: I-10 R.V. will assume responsibility for all maintenance, including repairs or replacement as necessary, of the infrastructure (including utilities) of the RV Park, which responsibility was previously that of the COUNTY under Paragraph 2(b) of the Original Agreement. I-10 R.V., rather than the COUNTY, will have sole discretion over what repairs to the infrastructure are required. The Percentage Fees payable to the COUNTY under Paragraph 2(a) of the Original Agreement shall remain the same until the end of all option periods under the Original Agreement. At the end of the second 5-year option period granted under Paragraph 4(b) of the Original Agreement, I-10 R.V. shall have the right and option to extend the term of the Original Agreement for one additional 10-year option period, exercisable by I-10 R.V. in the same manner provided in the Original Agreement for exercise of the two 5-year option periods. During the additional 10-year option period, the Percentage Fee payable to

the COUNTY under Paragraph 2(a) of the Original Agreement shall be increased to 12.5% of gross rental revenues up to \$500,000.00 per fiscal year, and 25% of all gross rental revenues over \$500,000.00 per fiscal year; the percentages of gross sale revenues payable to the COUNTY from the convenience store, game room and vending machines remain as stated in the Original Agreement.

3. Paragraph 9 of the Original Agreement is hereby changed to reflect that notices to I-10 R.V. shall go to Don McGregor, Hospitality Group, Inc., 13322 Alchester Lane, Houston, Texas 77079 with a copy to Ray M. Moore, 1242 Pine Shadows Drive, Sour Lake, Texas 77659.

4. Except as revised hereinabove, the terms of the June 19, 2000 RV Park Management Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been duly executed by the parties hereto as of the day and year first above written.

JEFFERSON COUNTY, TEXAS

By:   
 Jeff Branick  
 Jefferson County Judge

I-10 R.V., L.L.C.

By:   
 Signature

Ray M. Moore  
 Printed Name

Title: Vice President

**AGENDA ITEM****June 1, 2015**

Consider and possibly approve an Order Amending the Order designating Project Weldon Reinvestment Zone.

STATE OF TEXAS                      §                IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON             §                OF JEFFERSON COUNTY, TEXAS

AN AMENDED ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE  
PURSUANT TO SEC 312. 401 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 1st day of June, 2015 on motion made by Eddie Arnold, Commissioner of Precinct No 1, and seconded by Everette Alfred, Commissioner of Precinct No 4, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area. The City of Beaumont has waived their right to consider an abatement or create a reinvestment zone for this project and,

WHEREAS, on the 2<sup>nd</sup> Day of December, 2013 the Commissioners Court of Jefferson County did enter an Order designating the Project Weldon Reinvestment Zone, and

WHEREAS, it has become known that a certain portion of the land surveyed for the reinvestment zone was inadvertently omitted from the Order of December 2, 2013 and the Commissioners Court does now desire to correct that omission; and

WHEREAS, it is in the best interest of the County to now correctly designate the entire Project Weldon property within Beaumont, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

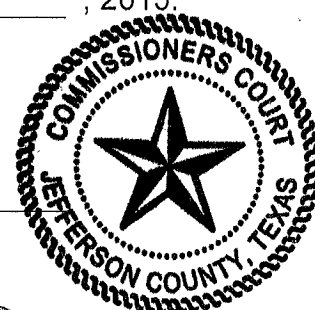
IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

- |            |  |
|------------|--|
| Section 1. | That the Commissioners Court hereby designates the property as the Project Weldon Reinvestment Zone at 5780 Hagner Rd., Beaumont, TX 77705 (mailing purposes only), Jefferson County, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") |
| Section 2  | That the Commissioners Court find that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)   |
| Section 3. | That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas   |
| Section 4  | That the Commissioners Court held a public hearing to consider this Order on the 2nd day of December, 2013.  |

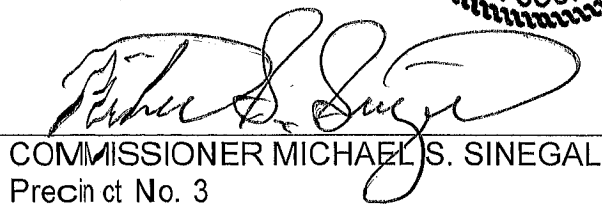
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 1st day of June, 2015.

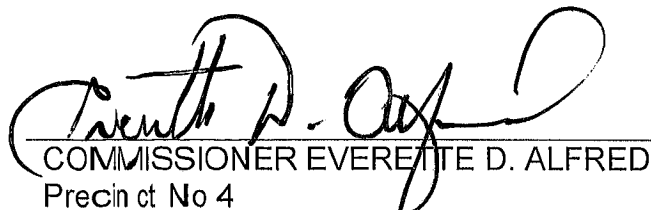
  
 JEFF R. BRANICK  
 County Judge



  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No 4



**Fred Jackson***EXHIBIT "A"*

**From:** Corvin, Eddie L [Edward.Corvin@nov.com]  
**Sent:** Monday, May 18, 2015 10:19 AM  
**To:** Fred Jackson (fjackson@co.jefferson.tx.us)  
**Cc:** Simon, Ginger C  
**Subject:** XL Systems Beaumont

**Attachments:** XL Systems Beaumont metes and bounds.pdf

Mr. Jackson, please find attached the metes and bounds for the XL Systems property in Beaumont (also summarized in the table below). I've also included a drawing extracted from the City rezoning document of 13 October, 2013 highlighting the area of the property in question.

Date acquired	acres	document
June 3,1991	4.932	103.70.0648 (Hagner deed)
June 3, 1991	4.183	103.70.0649
June 3,1991	1.500	103.70.0650
October 13, 1994	19.251	94.9433636 pg 1 (Gorman Deed)
October 13, 1994	9.598	94.9433636 pg 2
October 13, 1994	0.516	94.9433636 pg 3
April 17, 2013	7.000	purchase survey
Total	46.980	

Due to an oversight, the original Re-investment Zone approval and subsequent Tax Abatement documents included only the new seven (7) acre portion of the property being improved, not the entire approximately forty-seven (47) acres. Please note that the scope of this project (Project Weldon) has not significantly changed from the original plans that were submitted. Based upon this could you please amend the appropriate documents to show the entire property to be included in the re-investment zone.

Thank you for your quick response in helping resolve this issue. Do not hesitate to contact me for any additional information you may require or other documentation that may be needed. Please advise any additional steps needed from us to complete this amendment process. I have included Ginger Simon from our Corporate Real Estate group as a matter of record and in the event additional input is needed.

Thank you,  
 Eddie

Eddie Corvin  
 Project Manager



### **XL Systems**

400 N. Sam Houston Parkway East, Suite 900  
 Houston, TX 77060, USA  
 Office: 281-878-5679  
 Cell: 713-201-0383  
 Email: [Edward.Corvin@nov.com](mailto:Edward.Corvin@nov.com)

5/18/2015

File 2188-P: Request for a specific use permit for a pipe processing, storage and shipping facility in an LI (Light Industrial) District.

Location: 5780 Hagner Road

Applicant: Robert Hooper

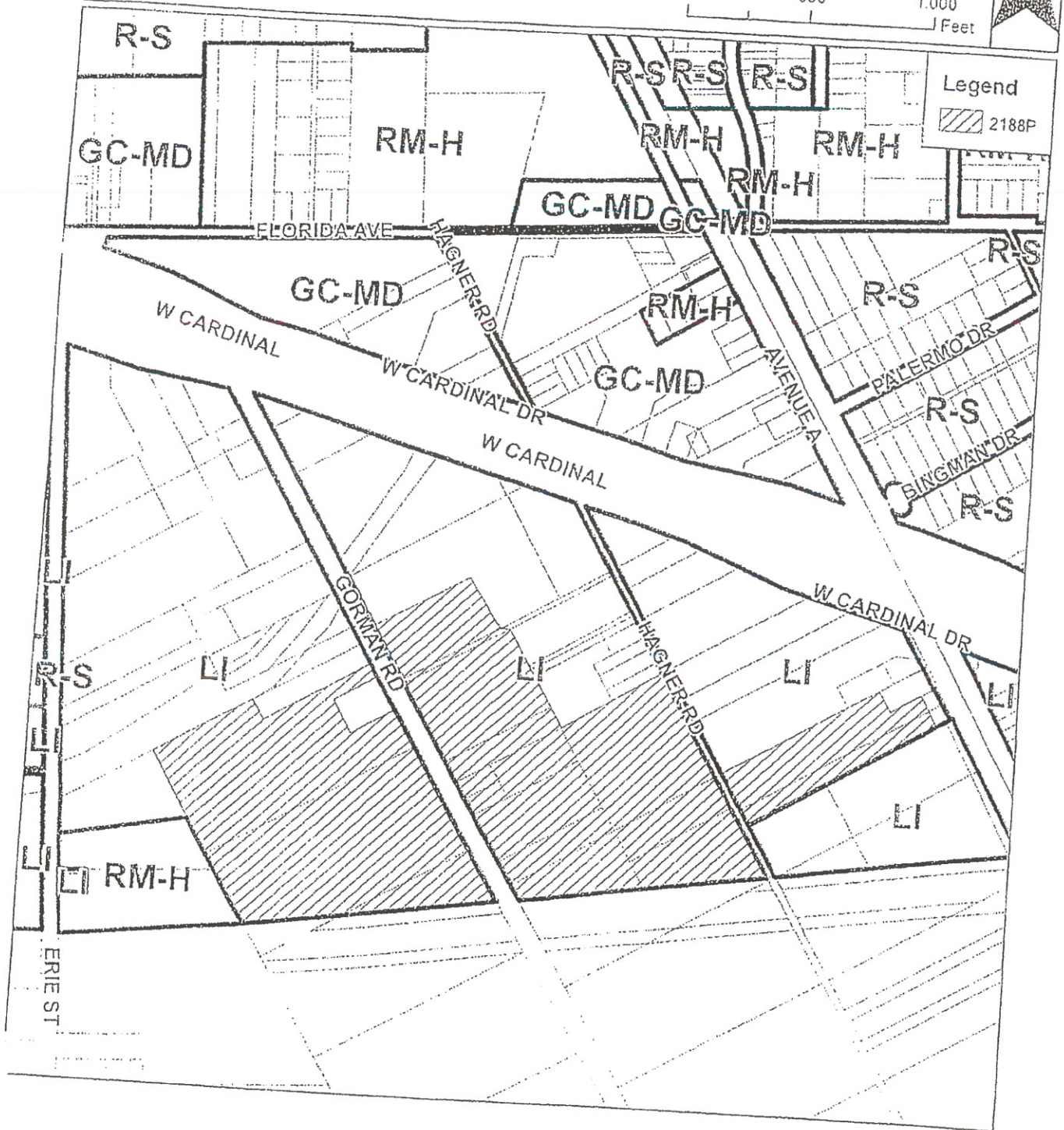


EXHIBIT "A"

103 70 0648

## TRACT I:

BEING a 4.932 acre tract of land out of Lot 112 of the Gladys City Oil, Gas and Manufacturing Company Subdivision in the J. A. Veatch Survey in Beaumont, Jefferson County, Texas.

BEGINNING at an iron angle bar in the Southwest right of way line of Hagner Road marking the most Easterly corner of said Lot 112 and the most Easterly corner of the 4.932 acre tract herein described.

THENCE South  $62^{\circ} 20'$  West along the Southeasterly line of said Lot 112 and the Southeasterly line of the 4.932 acre tract, for a distance of 465.0 feet to a 1" square iron bolt for corner;

THENCE North  $27^{\circ} 40'$  West along the Southwesterly line of the 4.932 acre tract herein described for a distance of 465.0 feet to an iron rod for corner;

THENCE North  $63^{\circ} 04' 20''$  East along the Northwesterly line of the 4.932 acre tract herein described, for a distance of 465.03 feet to an iron rod for corner, said corner being located in the Southwesterly right-of-way line of Hagner Road;

THENCE South  $27^{\circ} 40'$  East along the Southwesterly right of way line of Hagner Road and along the Northeasterly line of Lot 112, for a distance of 459.0 feet to the PLACE OF BEGINNING, containing in area 4.932 acres of land, more or less.

*AWP*

Exhibit "A"  
page 1 of 3

*LT 70  
XL System  
P. O. Box 6670  
Bmt. 247705*



103 70 0649

## TRACT II:

BEING a 4.183 acre tract of land out of Block 106 of the Gladys City Oil, Gas and Manufacturing Company Subdivision of the J. A. Veatch Survey, Abstract 55, Beaumont, Jefferson County, Texas.

BEGINNING at an iron rod marking the most westerly corner of said Block 106 and the most southerly corner of Block 105 of said subdivision, said corner being located in the northeasterly right of way line of Hagner Road, said corner also being the most westerly corner of the 4.183 acre tract herein described.

THENCE South  $27^{\circ} 40'$  East along the northeasterly right of way line of Hagner Road and along the southwesterly line of Block 106 and the southwesterly line of the 4.183 acre tract herein described, a distance of 234.2 feet to an iron rod for the most southerly corner of the 4.183 acre tract;

THENCE North  $62^{\circ} 20'$  East along the southeasterly line of the 4.183 acre tract, a distance of 830.04 feet to an iron rod for the most easterly corner of said 4.183 acre tract;

THENCE North  $26^{\circ} 14'$  West along the northeasterly line of the said 4.183 acre tract, said line being parallel to and 84.0 feet from the southwesterly right-of-way line of West Port Arthur Road, for a distance of 140.56 feet to an iron rod for the most northerly corner of the said 4.183 acre tract;

THENCE South  $62^{\circ} 20'$  West a distance of 136.09 feet to an iron rod for corner;

THENCE North  $27^{\circ} 40'$  West, a distance of 93.68 feet to an iron rod for corner located in the northwesterly line of said Block 106 and the southeasterly line of Block 105 of said subdivision;

THENCE South  $62^{\circ} 20'$  West along the northwesterly line of Block 106 and the southeasterly line of Block 105 and being along the northwesterly line of the 4.183 acre tract herein described, a distance of 697.48 feet to the PLACE OF BEGINNING, containing in area 4.183 acres of land, more or less.

*Pull*

103 70 0650

## TRACT III:

BEING A 1.500 acre tract of land out of Block 111 of the Gladys City Oil, Gas and Manufacturing Company Subdivision of the J. A. Veatch Survey, Abstract 55, Beaumont, Jefferson County, Texas.

BEGINNING at an old iron railroad angle bar marking the most northerly corner of said Block 111 and the most easterly corner of Block 112 of said subdivision, said corner being located in the southwesterly right-of-way line of Hagner Road, said corner also being the most northerly corner of the 1.500 acre tract herein described;

THENCE South 62° 20' West along the northwesterly line of Block 111 and the southeasterly line of Block 112 of said subdivision and being along the northwesterly line of the 1.500 acre tract herein described a distance of 465.0 feet to an old square iron bolt for corner, being the most westerly corner of the 1.500 acre tract herein described;

THENCE South 27° 40' East along the southwesterly line of the 1.500 acre tract a distance of 140.5 feet to an iron rod for the most southerly corner of said 1.500 acre tract;

THENCE North 62° 20' East along the southeasterly line of the 1.500 acre tract, a distance of 465.0 feet to an iron rod for the most easterly corner of the 1.500 acre tract, said corner being located in the southwesterly right-of-way line of Hagner Road;

THENCE North 27° 40' West along the southwesterly right-of-way line of Hagner Road and along the northeasterly line of the 1.500 acre tract, a distance of 140.5 feet to the PLACE OF BEGINNING, containing in area 1.500 acres of land, more or less.

FILED FOR RECORD

'91 JUN -6 P2:31

*Leita Kamas*  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF JEFFERSON

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of Real Property of Jefferson County, Texas, on

JUN 6 1991



*Leita Kamas*  
County Clerk, Jefferson County, Texas

Exhibit "A"

## EXHIBIT "A"

Tract "A"

Field notes describing a 19.251 acre tract of land being out of and a part of Lots 121, 122 & 123 of the Gladys City Oil & Gas Manufacturing Company Subdivision out of the John A. Veatch League. Abstract 55, Jefferson County, Texas. Said subdivision is recorded in Volume 1, Page 55 of the Deed Records of said Jefferson County.

Note: All bearings are based on the north line of Volume 1393, Page 565 as being N 62 deg. 20 min. 00 sec. E.

BEGINNING at a 1/2" iron rod found at the southeast corner of a 1.0 acre tract and being in the east line of a 10.0 acre tract and said Lot 121, same being the west line of Gorman Road. Said 10.0 acre tract is more fully described as Tract 1 recorded in Volume 250, Page 243 and said 1.0 acre tract is recorded in Volume 1634, Page 200 of the Deed Records of said Jefferson County.

THENCE S 28 deg. 30 min. 46 sec. E along and with the east line of said 10.0 acre tract and said Lot 121, same being the west line of said Gorman Road a distance of 59.99 feet to a 3/4" iron rod set at the northeast corner of a tract of land more fully described as Tract 2 recorded in Volume 2138, Page 120 of the Deed Records of said Jefferson County.

THENCE S 61 deg. 23 min. 45 sec. W along and with the north line of said Tract 2 a distance of 200.50 feet to a 3/4" iron rod set at its northwest corner.

THENCE S 28 deg. 38 min. 48 sec. E along and with the west line of said Tract 2 a distance of 150.10 feet to a 1/2" pipe found at its southwest corner.

THENCE N 61 deg. 23 min. 45 sec. E along and with the south line of said Tract 2 and Tract 1 as recorded in Volume 2138, Page 120 a distance of 200.50 feet to a 1/2" iron rod found at the southeast corner of said Tract 1 and being in the east line of said 10.0 acre tract and said Lot 121, same being the west line of said Gorman Road.

THENCE S 28 deg. 26 min. 00 sec. E along and with the east line of said 10.0 acre tract, another 10.0 acre tract more fully described as Tract 2 recorded in Volume 250, Page 243 and a 1.65 acre tract recorded in Volume 1960, Page 459 and the east line of said Lots 121, 122 & 123, same being the west line of said Gorman Road a distance of 873.33 feet to a 1" pipe found at the southeast corner of said 1.65 acre tract in the north line of the L.N.V.A. Canal (220 ft. wide R.O.W.).

THENCE S 84 deg. 12 min. 42 sec. W along and with the south line of said 1.65 acre tract and said 10.0 acre tract, same being the north line of said L.N.V.A. Canal a distance of 1009.59 feet to a 1/2" iron rod found in a tallow tree at the southwest corner of said 10.0 acre tract, same being the southeast corner of a 9.189 acre tract and being in the west line of said Lot 122, same being the east line of Lot 134. Said 9.189 acre tract is recorded in Volume 271, Page 24 of the Deed Records of said Jefferson County.

THENCE N 28 deg. 21 min. 13 sec. W along and with the west line of said 10.0 acre tract and Lots 121 and 122, same being the east line of said 9.189 acre tract and Lot 134 a distance of 786.01 feet to a 3/4" iron rod set at the northwest corner of said 10.0 acre tract and Lot 121, same being the northeast corner of said 9.189 acre tract and Lot 134 and being in the south line of a 5.1 acre tract and Lot 120. Said 5.1 acre tract is recorded in the District Court Decree dated 10-10-03 in Volume 75, Page 383.

THENCE N 61 deg. 38 min. 47 sec. E along and with the north line of said 10.0 acre tract and Lot 121, same being the south line of said 5.1 acre tract and Lot 120 a distance of 445.59 feet to a 1/2" iron rod found at the northwest corner of said 1.0 acre tract.

THENCE S 28 deg. 24 min. 33 sec. E along and with the west line of said 1.0 acre tract a distance of 90.04 feet to a 1/2" iron rod found at its southwest corner.

THENCE N 61 deg. 38 min. 34 sec. E along and with the south line of said 1.0 acre tract a distance of 484.47 feet to the PLACE OF BEGINNING, containing 19.251 acres of land.

Exhibit "A"  
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Tract "B"

That certain 9.598 acre tract of land being out of and a part of Lots 111, 112 & 113 of the Gladys City Oil & Gas Manufacturing Company Subdivision out of the John A. Veatch League, Abstract 55, Jefferson County, Texas. Said subdivision is recorded in Volume 1, Page 55 of the Map Records of Jefferson County.

Note: All bearings are based on the north line of Volume 1393, Page 565 as being N 62 deg. 20 min. 00 sec. E.

BEGINNING at a 1/2" iron rod found at the northwest corner of a 1.0 acre tract recorded in Volume 1627, Page 161, same being the southwest corner of a tract of land recorded in Volume 1694, page 135 of said Jefferson County Deed Records and being in the west line of said Lot 113, same being the east line of Gorman Road.

THENCE N 61 deg. 58 min. 29 sec. E along and with the north line of said 1.0 acre tract, same being the south line of said tract recorded in Volume 1694, Page 135 a distance of 465.03 feet to a 1/2" iron rod found at its southeast corner, same being the northeast corner of said 1.0 acre tract and being in the east line of a tract of land recorded in Volume 1332, Page 437 of the Deed Records of said Jefferson County.

THENCE S 28 deg. 18 min. 01 sec. E along and with the east line of said 1.0 acre tract, same being the west line of said tract recorded in Volume 1332, Page 437 a distance of 94.61 feet to a 5/8" iron rod found at its southwest corner, same being the southeast corner of said 1.0 acre tract and the northwest corner of a 5.0 acre tract recorded in Volume 1393, Page 565 of the Deed Records of said Jefferson County.

THENCE S 28 deg. 21 min. 23 sec. E along and with the west line of said 5.0 acre tract a distance of 465.23 feet to a 1" bolt found at its southwest corner, same being the northwest corner of a 1.50 acre tract recorded in Volume 2307, Page 98 and the northeast corner of a 1.783 acre tract recorded in Volume 1448, Page 320 of the Deed Records of said Jefferson County.

THENCE S 28 deg. 17 min. 37 sec. E along and with the east line of said 1.783 acre tract, same being the west line of said 1.50 acre tract a distance of 140.71 feet to a 1/2" iron rod found at its southwest corner.

THENCE N 61 deg. 37 min. 08 sec. E along and with the south line of said 1.50 acre tract a distance of 465.08 feet to a 3/8" iron rod found at its southeast corner and being in the east line of a 5.0 acre tract and said Lot 111, same being the west line of Hagner Road. Said 5.0 acre tract is recorded in Volume 1333, Page 493 of the Deed Records of said Jefferson County.

THENCE S 28 deg. 14 min. 36 sec. E along and with the east line of said 5.0 acre tract and Lot 111, same being the west line of said Hagner Road a distance of 316.34 feet to a 1/2" iron rod set in the north line of the L.N.V.A. Canal (220 ft. wide R.O.W.).

THENCE S 84 deg. 14 min. 08 sec. W along and with the north line of said L.N.V.A. Canal a distance of 1006.26 feet to a 1" pipe found at the southwest corner of said 1.783 acre tract and being in the west line of said Lot 111, same being the east line of said Gorman Road.

THENCE N 28 deg. 20 min. 23 sec. W along and with the west line of said 1.783 acre tract and Lot 111, same being the east line of said Gorman Road a distance of 70.55 feet to a 1" pipe found at the northwest corner of said 1.783 acre tract and Lot 111, same being the southwest corner of said Lot 112.

THENCE N 28 deg. 25 min. 54 sec. W along and with the west line of said Lot 112, same being the east line of said Gorman Road a distance of 106.56 feet to a 1/2" iron rod found.

THENCE N 28 deg. 24 min. 21 sec. W continuing along and with the west line of said Lot 112, same being the east line of said Gorman Road a distance of 211.95 feet to a 1/2" iron rod found at the southwest corner of a tract of land recorded in Volume 1432, Page 475 of the Deed Records of said Jefferson County.

T.B.R.  
 Exhibit "A" *OK*  
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THENCE N 62 deg. 04 min. 20 sec. E along and with the south line of said tract recorded in Volume 1432, Page 475 a distance of 150.00 feet to a 3/4" iron rod set at its southeast corner.

THENCE N 28 deg. 22 min. 13 sec. W along and with the east line of said tract recorded in Volume 1432, Page 475 a distance of 149.94 feet to a 3/4" iron rod set in the north line of said Lot 112, same being the south line of said 1.0 acre tract and Lot 113.

THENCE S 62 deg. 04 min. 20 sec. W along and with the south line of said 1.0 acre tract and Lot 113, same being the north line of said Lot 112 a distance of 150.00 feet to a 1/2" iron rod found at the southwest corner of said 1.0 acre tract and Lot 113, same being the northwest corner of said Lot 112.

THENCE N 28 deg. 16 min. 44 sec. W along and with the west line of said 1.0 acre tract and Lot 113, same being the east line of said Gorman Road a distance of 93.82 feet to the PLACE OF BEGINNING, containing 9.598 acres of land.

Tract "C"

Field notes describing a 0.516 acre tract of land being out of and a part of Lot 112 of the Gladys City Oil & Gas Manufacturing Company Subdivision out of the John A. Veatch League, Abstract 55, Jefferson County, Texas. Said subdivision is recorded in Volume 1, Page 55 of the Deed Records of said Jefferson County.

Note: All bearings are based on the north line of Volume 1393, Page 565 as being N 62 deg. 20 min. 00 sec. E.

BEGINNING at a 1/2" iron rod found at the southwest corner of a 1.0 acre tract and Lot 113, same being the northwest corner of Lot 112 and being in the east line of Gorman Road. Said 1.0 acre tract is recorded in Volume 1627, Page 162 of the Deed Records of said Jefferson County.

THENCE N 62 deg. 04 min. 20 sec. E along and with the south line of said 1.0 acre tract and Lot 113, same being the north line of said Lot 112 a distance of 150.00 feet to a 3/4" iron rod set.

THENCE S 28 deg. 22 min. 13 sec. E along and with the east line of a tract of land recorded in Volume 1432, page 475 a distance of 149.94 feet to a 3/4" iron rod set at its southeast corner.

THENCE S 62 deg. 04 min. 20 sec. W along and with the south line of said tract a distance of 150.00 feet to a 1/2" iron rod found at its southwest corner and being in the west line of said Lot 112, same being the east line of said Gorman Road.

THENCE N 28 deg. 22 min. 13 sec. W along and with the west line of said tract and Lot 112, same being the east line of said Gorman Road a distance of 149.94 feet to the PLACE OF BEGINNING, containing 0.516 acre of land.

Exhibit "A"  
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T.B.R.  
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"Recognizing the landmarks of the past... setting our foresight towards the future with Advanced Geospatial Technology"

LAND SURVEYORS, INC.

Richard L. Worthey, RPLS  
J.L. Sims, Jr., RPLS  
Michael D. McGuinness, RPLS, CHS  
Gregory S. Kays, RPLS

April 17, 2013

Surveyor's Field Note Description:

**BEING** a 7.000 acre (304,920.00 square feet) tract of land out of and a part of that certain Crenshaw Corporation tract of land, more fully described and recorded in Volume 1694, Page 135 of the Deed Records of Jefferson County, Texas and being out of and a part of Blocks 113 and 114 of the Gladys City Oil and Gas Manufacturing Subdivision recorded in Volume 1, Page 55 of the Map Records of said Jefferson County. Said 7.000 acre (304,920.00 square feet) tract of land being situated in the John A. Veatch League, Abstract No. 55, Jefferson County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found at the South corner of said Crenshaw tract, same being the West corner of that certain XL Systems, Inc. called 9.598 acre tract of land, more fully described as Tract B recorded in Clerk's File No. 9433636 of the Official Public Records of said Jefferson County and being in the Northeast right-of-way line of Gorman Road (80 feet wide public right-of-way);

**THENCE** North 27 deg. 40 min. 00 sec. West along and with the Southwest line of said Crenshaw tract, same being the Northeast right-of-way line of said Gorman Road, a distance of 712.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner, from which a concrete monument found at the West corner of said Crenshaw tract and Block 115, same being the South corner of said Block 116 and that certain Billy Van Nguyen and Nancy Thi Nguyen called 1.166 acre tract of land, more fully described in Clerk's File No. 2000047535 of said Official Public Records, bears North 27 deg. 40 min. 00 sec. West a distance of 596.67 feet;

**THENCE** North 62 deg. 42 min. 44 sec. East a distance of 391.69 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

**THENCE** South 27 deg. 38 min. 15 sec. East a distance of 355.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

**THENCE** North 64 deg. 36 min. 57 sec. East a distance of 72.85 feet to a point for an ell corner of said Crenshaw tract, same being the West corner of that certain S. E. Ford and wife, Marcia Ford tract of land, more fully described and recorded in Volume 1699, Page 441 of said Deed Records, from which a 3/4 inch iron rod found bears North 18 deg. 47 min. 35 sec. East a distance of 0.17 feet;

**THENCE** South 27 deg. 47 min. 41 sec. East along and with the most Southerly Northeast line of said Crenshaw tract, same being the Southwest line of said Ford tract and that certain Virgil Edward Werner and wife, Mary Werner tract of land, more fully described and recorded in Volume 1332, Page 437 of said Deed Records, a distance of 354.59 feet to a 1/2 inch iron rod found at the most Southerly East corner of said Crenshaw tract, same being the North corner of said 9.598 acre tract;

Corporate Office:  
1480 Cornerstone Court  
Beaumont, Texas 77706  
Tel.: 409.866.9769 Fax: 409.866.7075  
www.wortech.com



7.000 Acre Tract  
April 17, 2013  
Page 2

**WORTECH**  
LAND SURVEYORS, INC.

THENCE South 62 deg. 42 min. 44 sec. West along and with the most Southerly Southeast line of said Crenshaw tract, same being the Northwest line of said 9.598 acre tract, a distance of 465.10 feet to the **PLACE OF BEGINNING**, containing 7.000 acres (304,920.00 square feet) of land, more or less.

*(This description is based upon a survey made on the ground under my direct supervision on April 12, 2013 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Southwest line of said Crenshaw tract, as being North 27 deg. 40 min. 00 sec. West.)*

  
Registered Professional Land Surveyor



7.000 Acre Tract

**AGENDA ITEM****June 1, 2015**

Receive and file executed Property Tax Agreement executed between Jefferson County and BASF TOTAL Petrochemicals, LLC. (This part of the agreement was executed for BASF in the TPRI/TPAR-BTP Reinvestment Zone.)



Total Petrochemicals & Refining USA, Inc.

Corporate Headquarters

May 13, 2015

Mr. Fred Jackson  
Attorney to County Judge  
Jefferson County, Texas  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

Re: BASF TOTAL Petrochemicals, LLC Abatement Agreement

Dear Fred:

Attached please find the fully executed abatement agreement between BASF TOTAL Petrochemicals, LLC (the Company) and Jefferson County related to the Company's PAR BB Project.

On behalf of the Company, I would like to thank the Judge, your and your staff and the county Commissionaires for your consideration and support in bringing this project to Jefferson County.

Regards,

A handwritten signature in black ink, appearing to read "William C. Miller", is written over a horizontal line.

William C. Miller  
Manager of Federal audits  
TOTAL PETROCHEMICALS AND REFINING USA, Inc.

PC: Mr. Stephen A. Kuntz W/O Attachment  
Norton Rose Fulbright US LLP





STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

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### ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as this "AGREEMENT") is made and entered into by and between Jefferson County, Texas (hereinafter sometimes referred to as the "COUNTY"), and BASF TOTAL Petrochemicals, LLC (hereinafter sometimes referred to as "OWNER," and with the COUNTY are sometimes referred to collectively as the "Parties").

#### 1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the TPRI/TPAR-BTP Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 23, 2015 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" – "Description of Project" attached hereto and which will involve construction of a new butylene butadiene import and treatment/caustic treater and butylene project and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COUNTY wishes to encourage economic development within Jefferson County, Texas; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the TPRI/TPAR-BTP Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "D" – "Reinvestment Zone". It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the PROJECT, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of OWNER.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE TPRI/TPAR-BTP REINVESTMENT ZONE, WHICH ADOPTED THE TPRI/TPAR-BTP REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, and notwithstanding any provision of this Agreement to the contrary, BASF Corporation, Total Petrochemicals & Refining USA, Inc. and TOTAL PAR LLC are not Affiliates of OWNER on January 1, 2015, or on the Effective Date.

“Base Year Value” means the taxable value of all industrial realty improvements owned by OWNER and/or its Affiliates within Jefferson County, Texas, on January 1 preceding the execution of this AGREEMENT (such Affiliates being set forth on Exhibit “G” – “Affiliates of Owner as of January 1, 2015”). OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by OWNER and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of this AGREEMENT for use in preparing the schedule to be attached as Exhibit “C” – “Base Year Value” to this AGREEMENT specifying the Base Year Value for all purposes of this AGREEMENT. The Base Year Value may be adjusted as provided in Section 9.

“Base Year”, for the Parties to this AGREEMENT, is defined as the calendar year in which this AGREEMENT is executed (signed) by all Parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased,



property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the Effective Date (as defined in Section 4) of this AGREEMENT. During the construction phase of the New Eligible Property, OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g., foreign manufactured catalysts), feed stocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined each tax year by deducting from the market value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that tax year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is ten percent (10%) of the total investment in the PROJECT (the "Intended Maximum"), though that number could change as current estimated PROJECT costs are refined. It is understood that the COUNTY would not have agreed to the abatement percentages if it were known that the actual exempt property claimed to the TCEQ by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims to the TCEQ an amount in excess of the Intended Maximum (such amount, the "Exempt Property Excess"), the percentage of abatement described in the applicable "Tax Abatement Schedule" set forth in Exhibit "B" – "Tax Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in COUNTY tax revenue during the Abatement period under this AGREEMENT which results from the Exempt Property Excess. It is understood and agreed that OWNER will not claim to the TCEQ a tax exemption for any equipment or portion of the PROJECT facilities which merely reduces the pollution characteristics of the finished product produced by the PROJECT facilities and that such an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the PROJECT facilities.

"Completion" as used herein, shall mean the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job" shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the State of Texas, is not created to replace a previous employee, is covered by a group health benefit plan, and pays at least 110%

of the county average weekly wage for manufacturing jobs in Jefferson County, Texas, as computed by the Texas Workforce Commission.

“Payment in Lieu of Taxes”: If, during the period of the Abatement under this AGREEMENT, any Federal or State law provides an additional property tax exemption for the property that is already the subject of such Abatement and such additional property tax exemption affords OWNER an exemption for any value of such property that is not exempt as a result of such Abatement, OWNER agrees to decline such property tax exemption during the period of such Abatement. If OWNER is unable to decline such property tax exemption, OWNER agrees to pay the taxes, or payment in lieu of taxes, in an amount equal to the reduction of property tax revenue to the COUNTY that is the result of such property tax exemption. Any payment in lieu of taxes shall be due on or before November 15 of the tax year in which such reduction in property tax revenue to the COUNTY occurs.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both Parties (which date is herein referred to as the "Effective Date"). The term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2017, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2016, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year determined in accordance with Section 4 and the applicable “Tax Abatement Schedule” set forth in Exhibit “B”, OWNER shall comply with the following:

- (a) Upon Completion (currently estimated to be not later than the fourth quarter of 2016), maintain a level of not less than 261 total on-site full-time jobs, using headcount as of January 1, 2015, as the starting point, during the remaining term of this AGREEMENT; provided, however, that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 261 full-time jobs for total on-site employment by OWNER during said remaining term. In the event that such employment falls below 261 full-time jobs for total on-site employment by OWNER during any tax year of such remaining term, the Abatement for such tax year shall be reduced proportionate to such employment decline per the example calculation cited below where:

A1 = initial Abatement \$'s

A2 = revised Abatement \$'s

E1 = 261 full-time jobs

E2 = revised full-time jobs employee count

$A2 = A1 \times (E2/E1)$ ;



- (b) Report and certify the full-time jobs levels to the COUNTY annually during each tax year under this AGREEMENT after the tax year during which Completion of the PROJECT is attained;
- (c) Construct the PROJECT with a currently estimated investment in excess of approximately \$130,000,000;
- (d) Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER will provide the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- (e) Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the Completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- (f) Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the Abatement period under this AGREEMENT. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) (A) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, Texas, as well as the Bolivar Peninsula area of Galveston County, Texas;
  - (B) "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County, Texas; and
  - (C) "Local subcontractors" shall include only those located or having a principal office in Jefferson County, Texas.
  - (ii) OWNER agrees to give preference and priority to qualified local manufacturers, suppliers, vendors, contractors, and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER's annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this AGREEMENT, of persons receiving property tax abatements to favor qualified local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the

percentage of the Abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- (iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
- (g) Report and certify to the COUNTY quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- (h) Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT;
- (i) Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the Abatement period under this AGREEMENT by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this AGREEMENT.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this AGREEMENT. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a current list of same is attached hereto as Exhibit "E" – "List of HUB/ DBE



Companies". As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- (A) Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify qualified local and HUB/DBE vendors, suppliers and sub-contractors;
- (B) Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- (C) Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the PROJECT as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- (D) Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to qualified local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- (E) Include a provision in OWNER's contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of qualified union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors.

## 6. VALUE OF ABATEMENT

During the term of this AGREEMENT, and beginning with the tax year 2017, the period of the Abatement and the Abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property will be determined as set forth on the attached Exhibit "B" – "Tax Abatement Schedule".

The Abatement during each tax year during such period of the Abatement under this AGREEMENT shall be the value attributable to the PROJECT multiplied by the applicable Abatement percentage set forth on the applicable Abatement Schedule determined as set forth

on the attached Exhibit "B" – "Tax Abatement Schedule", adjusted by the Base Year Value adjustment for such tax year, if any, as provided in Section 9.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined for each tax year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Appraisal District will establish the certified values of Eligible Property owned by OWNER and/or its Affiliates as of January 1, 2015 (such Affiliates being set forth on Exhibit "G" – "Affiliates of Owner as of January 1, 2015"), and such certified values shall be set forth on the attached Exhibit "C" – "Base Year Value" and the values set forth on such Exhibit "C" shall be used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year for which OWNER is entitled to an Abatement under this AGREEMENT the Taxable Value of Eligible Property (including New Eligible Property) owned by OWNER and/or its Affiliates as of such January 1<sup>st</sup> is less than the Base Year Value, then the Abatement of value otherwise available under this AGREEMENT shall be reduced by one dollar for each dollar that such Taxable Value is less than the Base Year Value, except that no such reduction of OWNER's Abatement shall be made should any reduction to the Taxable Value of such Eligible Property results from a Force Majeure Event (as defined in Section 11).

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY for any tax year solely by reason of its participation in a foreign trade zone, then to the extent that the COUNTY is not made whole for such reduction through payments in lieu of taxes or otherwise, the amount of any Abatement under this AGREEMENT otherwise available for such tax year shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from such foreign trade zone participation. The Parties hereto stipulate and agree that the certified appraised value for such personal property, as calculated



by the Jefferson County Appraisal District, shall be used for purposes of calculating any reduction in the amount of the Abatement under the immediately preceding sentence.

It is understood and agreed that if, with respect to any tax year during the period of the Abatement under this AGREEMENT, OWNER prevails in a judicial action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this AGREEMENT on the basis of unequal appraisal as defined by Property Tax Code Section 42.26, the following will occur:

- a. such Abatement will be recalculated for any Base Year Value adjustment for such tax year as provided in this Section 9; and,
- b. such Abatement as so recalculated will, to the extent not reflected in any such Base Year Value adjustment for such tax year as provided in this Section 9, be further reduced dollar for dollar for any amount that the appraised value of such industrial realty improvements as determined by the Court is reduced from the appraised value as set by the Appraisal Review Board for such tax year under contest.

#### **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (10%) of the market value of the PROJECT in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (10%) of the market value of the PROJECT in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

#### **11. EVENT OF DEFAULT**

If any party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to

the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, hurricanes and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## **12. ASSIGNMENT**

OWNER may assign or otherwise transfer or allocate this AGREEMENT, in whole or in part, to an Affiliate of OWNER or a Joint Venture Entity who will be the owner or lessee of the PROJECT, or a portion thereof, provided that (i) such Affiliate of OWNER assumes the terms and obligations of this Agreement with respect thereto, and (ii) OWNER shall provide written notice of such assignment or other transfer or allocation to the COUNTY. Except as otherwise provided in the immediately preceding sentence, OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the PROJECT, or a portion thereof, that agrees to assume the terms and obligations of this Agreement with respect thereto and upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and such approval shall not be unreasonably withheld, delayed or conditioned. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

## **13. ENTIRE AGREEMENT**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the Parties and others relating hereto are superseded by this AGREEMENT.

## **14. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

## **15. NOTICE**

Any notice and/or statement required or permitted to be delivered hereunder shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:



If to OWNER:

BASF Corporation  
Attn: Tax Director  
100 Park Avenue  
Florham Park, New Jersey 07932

Total Petrochemicals & Refining USA, Inc.  
TOTAL PAR LLC  
1201 Louisiana Street, Suite 1800  
Houston, Texas 77002  
Attn: David Panfely  
Phone No.: (713) 483-5133  
Facsimile No.: (713) 483-5139

If to the COUNTY:

Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
Phone No.: (409) 835-8466  
Facsimile No.: (409) 839-2311

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
Phone No.: (409) 835-8550  
Facsimile No.: (409) 835-8573

And a copy to:

Mr. Fred L. Jackson  
First Assistant: Staff Attorney  
Jefferson County Courthouse  
P. O. Box 4025,  
Beaumont, Texas 77704  
Phone No.: (409) 835-8466  
Facsimile No.: (409) 839-2311

## 16. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of this AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over

its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft this AGREEMENT under construction.

#### **17. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

#### **18. SEVERABILITY**

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

***[SIGNATURE PAGE FOLLOWS]***



Executed in duplicate this the \_\_\_\_\_ day of April, 2015.

**FOR THE COUNTY:**

  
 \_\_\_\_\_  
 Hon. Jeff R. Branick, County Judge  
 Jefferson County, Texas

**FOR OWNER:**

*AMB*  
**BASF TOTAL PETROCHEMICALS, LLC**

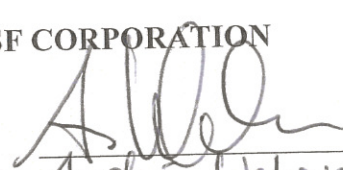
**By its Managing Members**

**BASF CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
 Andre Wehrmann  
 VP Basic Petrochemicals Business




**TOTAL PETROCHEMICALS & REFINING USA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
 Houk Cies  
 VP Operations & Strategy

### **EXHIBIT A – “Description of Project”**

In the proposed project, BASF TOTAL Petrochemicals (BTP) would receive a C4 feed stream (a mixture of butanes and butenes) from Total Port Arthur Refinery to make propylene at the BTP Olefins Complex. The Total C4 feed stream contains small amounts of sulfur and other contaminants that must be removed prior to BTP being able to process the materials, otherwise catalyst equipment could become damaged. This project will install new equipment to remove any contaminants from the Total C4 feed stream.

The proposed equipment to be added would include:

- Pumps
- Vessels
- Drums
- Fire suppression
- Area Atmospheric Monitoring
- Drain/Collection piping
- Process piping
- Piperacks
- Utility stations
- Process monitoring instrumentation
- Electrical Power Supply/Wiring
- Civil/Concrete Foundations
- DCS/Process Controls

### EXHIBIT "B" – "Tax Abatement Schedule"

If the total investment in the PROJECT is equal to or less than \$500,000,000.00, the number of tax years in the Abatement period, which period shall begin with the tax year immediately following the tax year in which Completion of the PROJECT is attained, and the Abatement percentage to be applied to the value of the PROJECT in each of such tax years, are as follows:

YEAR OF THE ABATEMENT PERIOD	ABATEMENT PERCENTAGE
1	100%
2	100%
3	90%
4	90%
5	80%
6	60%

If the total investment in the PROJECT is greater than \$500,000,000.00, the number of tax years in the Abatement period, which period shall begin with the tax year immediately following the tax year in which Completion of the PROJECT is attained, and the Abatement percentage to be applied to the value of the PROJECT in each of such tax years, are as follows:

YEAR OF THE ABATEMENT PERIOD	ABATEMENT PERCENTAGE
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%

**EXHIBIT "C" – "Base Year Value"**

The Base Year Value as certified will be attached as part of this Exhibit "C", with the consent of the Parties, when same is calculated, adopted and certified by the Jefferson County Appraisal District.



## EXHIBIT "D" – "Reinvestment Zone"

### Legal Description

TRACT I  
1,225.7 ACRES OF LAND AND WATER  
PART OF BLOCKS 4-6, RANGE "A",  
PART OF BLOCKS 4-6, RANGE "Z",  
PORT ARTHUR LAND COMPANY SUBDIVISION,  
PART OF THE BURR & CASWELL SURVEY ABSTRACT NO. 405,  
THE BURRELL JONES SURVEY ABSTRACT NO. 156,  
& THE NATHAN GRIGSBY SURVEY ABSTRACT NO. 125  
JEFFERSON COUNTY, TEXAS

BEING 1225.7 acres of land and water, part of Lots 1-5 and all of Lots 6-8, Block 4, Range "A", all of Lots 1-3, part of Lots 4 and 5, and all of Lots 6-8, Block 5, Range "A", all of Lot 1, part of Lots 2 and 7, and all of Lot 8, Block 6, Range "A", all of Lots 5 and 6, Block 4, Range "Z", all of Lots 3-6, Block 5, Range "Z", and all of Lots 3 and 4, Block 6, Range "Z", Port Arthur Land Company Subdivision, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; part of the Burr & Caswell Survey, Abstract No. 405, the Burrell Jones Survey Abstract No. 156, and the Nathan Grigsby Survey Abstract No. 125, Jefferson County, Texas; said 1225.7 acre tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a point being the common corner of Blocks 5 and 6, Range "A" and Blocks 5 and 6, Range "B", Port Arthur Land Company Subdivision; said point being on the centerline of a dedicated road FM Highway 366;

THENCE, North 36 deg., 38 min., 09 sec., East, on the common line of said Blocks 5 and 6, Range "A", a distance of 229.64' to a brass disc set in concrete for the POINT OF BEGINNING on the intersection of the East line of a 50' wide KCS Railroad right of way and the South right of way line of a dedicated road named 32nd Street; having a State Plane Coordinate of N: 13931090.09, E: 3583789.32;

THENCE, North 36 deg., 38 min., 09 sec., East, on the South right of way line of said 32nd Street, a distance of 1305.06' to a point for corner on the intersection of the South right of way line of said 32nd Street and the centerline of a dedicated road named Grandview Avenue; from which a brass disc in concrete found for reference point bears North 36 deg., 38 min., 09 sec., East. a distance of 30.71';

THENCE, North 53 deg., 21 min., 05 sec., West, on the centerline of said Grandview Avenue, a distance of 2637.78' to a ½" steel rod in concrete found for corner on the intersection of the centerline of said Grandview Avenue and the centerline of a dedicated road name 39th Street;

THENCE, North 38 deg., 30 min., 11 sec., East, a distance of 210.30' to a brass disc in concrete found for corner:

THENCE, North 79 deg., 02 min., 48 sec., East, a distance of 334.39' to a brass disc in concrete found for corner;

THENCE, North 89 deg., 48 min., 48 sec., East, a distance of 305.81' to a brass disc in concrete found for corner;

THENCE, North 57 deg., 46 min., 51 sec., East, a distance of 112.34' to a brass disc in concrete found for corner;

THENCE, North 73 deg., 47 min., 40 sec., East, a distance of 677.47' to a brass disc in concrete found for corner;

THENCE, North 73 deg., 47 min., 40 sec., East, a distance of 120.34' to a brass disc in concrete found for corner;

THENCE, North 54 deg., 53 min., 13 sec., East, a distance of 304.02' to a brass disc in concrete found for corner;

THENCE, North 33 deg., 32 min., 28 sec., East, a distance of 376.85' to a brass disc in concrete found for corner;

THENCE, North 09 deg., 10 min., 39 sec., East, a distance of 216.22' to a brass disc in concrete found for corner;

THENCE, North 00 deg., 19 min., 04 sec., East, a distance of 161.60' to a brass disc in concrete found for corner;

THENCE, North 10 deg., 33 min., 45 sec., East, a distance of 184.18' to a 3" steel pipe in concrete found for corner;

THENCE, North 79 deg., 41 min., 55 sec., East, a distance of 186.22' to a brass disc in concrete found for corner;

THENCE, South 78 deg., 20 min., 48 sec., East, a distance of 288.51' to a brass disc in concrete found for corner;

THENCE, South 45 deg., 23 min., 38 sec., East, a distance of 118.85' to a brass disc set in concrete for corner;

THENCE, South 37 deg., 48 min., 03 sec., East, a distance of 97.21' to a ½" steel pipe found for corner;

THENCE, North 85 deg., 48 min., 13 sec., East, a distance of 698.13' passing a ½" steel pipe found for reference point; continuing for a total distance of 713.57' to a brass disc set in concrete for corner;

THENCE, North 12 deg., 58 min., 09 sec., East, a distance of 4577.69' to a point for corner;

THENCE, South 81 deg., 31 min., 51 sec., East, a distance of 578.40' to a point for corner;

THENCE, North 82 deg., 46 min., 51 sec., West, a distance of 525.00' to a point for corner;



THENCE, South 83 deg., 47 min., 51 sec., East, a distance of 1320.30' to a point for corner;

THENCE, South 87 deg., 31 min., 51 sec., East, a distance of 700.00' to a point for corner;

THENCE, South 83 deg., 26 min., 35 sec., East, a distance of 1332.85' to a point for corner;

THENCE, South 05 deg., 47 min., 09 sec., West, a distance of 424.72' to a point for corner;

THENCE, South 11 deg., 53 min., 10 sec., West, a distance of 43.78' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, North 85 deg., 48 min., 50 sec., West, a distance of 59.62' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 19 min., 21 sec., West, a distance of 268.04' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 21 min., 33 sec., West, a distance of 1224.08' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 42 deg., 56 min., 09 sec., West, a distance of 6.70' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 13 deg., 43 min., 47 sec., West, a distance of 198.59' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 06 deg., 43 min., 57 sec., West, a distance of 47.15' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 31 sec., West, a distance of 144.15' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 83 deg., 01 min., 30 sec., East, a distance of 3.93' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 21 min., 33 sec., West, a distance of 548.28' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 77 deg., 29 min., 30 sec., East, a distance of 7.98' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 16 deg., 26 min., 49 sec., West, a distance of 288.04' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 11 deg., 34 min., 55 sec., West, a distance of 297.90' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 10 deg., 00 min., 01 sec., West, a distance of 119.35' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 12 min., 33 sec., West, a distance of 241.57' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 82 deg., 35 min., 29 sec., East, a distance of 53.19' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 31 sec., West, a distance of 60.20' to a ½" steel rod, capped end marked "SOUTEX", found for corner;

THENCE, North 82 deg., 38 min., 17 sec., West, a distance of 52.88' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 12 min., 33 sec., West, a distance of 149.93' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 82 deg., 38 min., 17 sec., East, a distance of 52.09' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 12 deg., 30 min., 34 sec., West, a distance of 4672.92' to a brass disc in concrete found for corner on the North right of way line of a dedicated road name State Highway 87;

THENCE, South 36 deg., 38 min., 09 sec., West, on the North right of way line of said State Highway 87, a distance of 1962.99' to a brass disc in concrete found for corner;

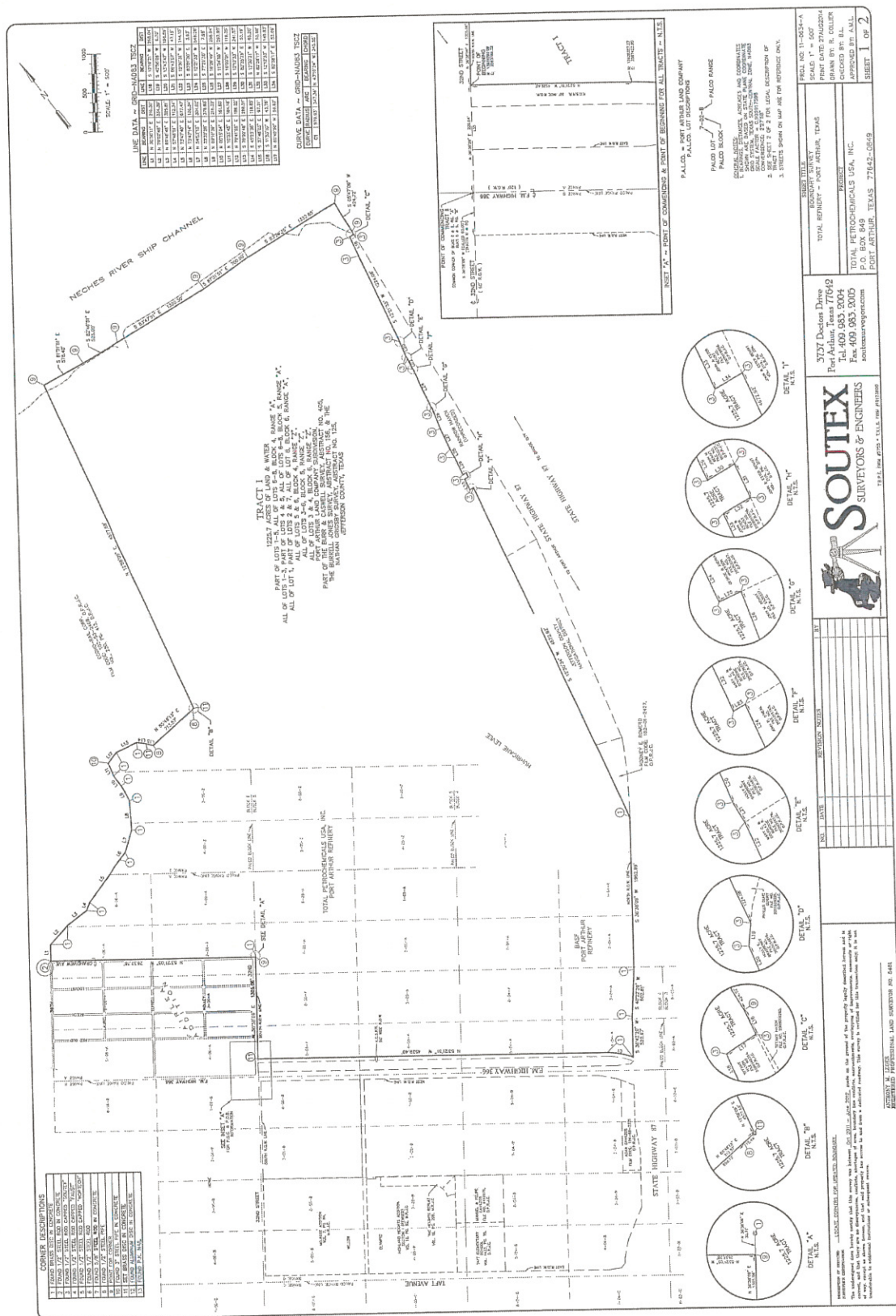
THENCE, South 40 deg., 22 min., 29 sec., West, on the North right of way line of said State Highway 87, a distance of 602.61' to a brass disc in concrete found for corner;

THENCE, South 36 deg., 42 min., 20 sec., West, continuing on the North right of way line of said State Highway 87, a distance of 520.97' to a brass disc in concrete found for corner on the intersection of the North right of way line of said State Highway 87 and the East right of way line of said KCS Railroad;

THENCE, on the East right of way line of said KCS Railroad, on the arc of a curve to the left having a radius of 979.93', on arc length of 347.36', a chord bearing of North 43 deg., 10 min., 24 sec., West, a chord distance of 345.55' to a brass disc in concrete found for corner; having a State Plane Coordinate of N: 13928387.27, E: 3587423.90;

THENCE, North 53 deg., 21 min., 51 sec., West, continuing of the East right of way line of said KCS Railroad, a distance of 4529.40' to the POINT OF BEGINNING and containing 1,225.7 acres of land and water, more or less.







# EXHIBIT "E" – "List of HUB/ DBE Companies"

## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### ACCOUNTANTS/ CERTIFIED PUBLIC

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website:

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: zenoandassociate@aol.com

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website:

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website:

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website:

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website:

(a) Agricultural

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

(b) Air Conditioning Repair

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: jon@coushatta-services.com  
Website:



LanLos Appliance & Air Conditioning Repair  
 P.O. Box 5513  
 Beaumont, TX 77726  
 Tel: 409-724-4101

Villery's  
 Refrigeration & Air Conditioning Service  
 Tel: 409-838-2233

(c) Barbecue/ Caterers

Charlie Dean  
 Dean's Bar-B-Q & Catering  
 805 Magnolia  
 Beaumont, TX 77701  
 Tel: 409-835-7956

Eugene Sam  
 Tillmans Barbecue Pit  
 1104 Sherman St  
 Beaumont, TX 77701  
 Tel: 409-838-5592

Gerard's Barbecue Diner  
 3730 Fannett Rd  
 Beaumont, TX 77705  
 Tel: 409-842-9135

Jack Patillo Barbecue  
 2775 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-833-3154

Leonard Broussard  
 Broussard's Bar-B-Q  
 2930 S. 11<sup>th</sup> Street  
 Beaumont, TX 77701  
 Tel: 409-842-1221

\*Mouton's Catering  
 3845 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-4933

(d)

## (e) Carpet/ Flooring

\*Alton & Michelle Babineaux  
 Bab's Carpet  
 4940 Highland Ave.  
 Beaumont, TX 77705  
 Tel: 409-833-7484  
 Fax: 409-790-4218

Delores Fruge  
 Power Stretch Carpet  
 502 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Home: 409-832-8626  
 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
 4515 Ironton  
 Beaumont, TX 77703  
 Home: 409-833-5011  
 Tel: 409-553-9861

(f)

## (g) Computer Service &amp; Repair

Chris Martin  
 601 Woodworth  
 Port Arthur, TX 77642  
 Tel1: 409-982-3528  
 Tel2: 409-982-3529

David Leaven / Marcus Frank  
 F & L Computer Solutions  
 P.O. Box 328-A  
 Winnie, TX 77665  
 Tel: 409-351-1256

## (h) Consultant

Felicia Young, Owner  
 Five Star Business Solutions  
 Tel: 409-466-6038

(i)

(j) Contractors /Construction Services/Community Development/

(k) Home Builders

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise  
Wise Barricades  
Tel: 409-835-5113

Eddie Senigaur  
 Senigaur Home Builder & General Contractor  
 3196 Washington Blvd.  
 Beaumont, TX 77705  
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 Joe Wheaton Construction Co.

Johnny Casmore  
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 7295 Ellen Lane  
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Ories Holmes Construction  
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Paul Buxie  
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Perkins brown  
Brown Fencing & construction  
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R. Anthony Lewis II  
Custom Home Design & Building  
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 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
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(m) Copy Services

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 Reliable Copy Service  
 2498 Washington Blvd -B  
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(n)

(o)

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(q) Council

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 Golden Triangle Minority Council, Inc.  
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(t) Electrical/ Mechanical Contractors

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 Walker's Electric Company  
 2916 Magnolia Street  
 Beaumont, TX 77703  
 Tel: 409-212-9244  
 Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
 GJETCO  
 P.O. Box 22735  
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 Tel: 409-866-3829  
 Fax: 409-866-6962

\*Joseph C. Ledet, III  
 Ledet Electrical Services  
 Tel: 409-896-5471  
 Cell: 409-791-1366

Ray Marsh  
 RAM Electrical & Mechanical Contractors  
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 Beaumont, TX 77705  
 Cell: 214-597-0541  
 Fax: 972-539-2422  
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(v)

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(x) Employment Services

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 304 Pearl Street  
 Beaumont, TX 77701  
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 Fax: 409-835-0774  
 Email: imogene.chargois@setworks.org

\*Luis G. Silva  
 Silva Employment Network  
 2901 Turtle Creek Drive, Suite 205  
 Port Arthur, TX 77642  
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 Fax: 409-727-4094  
 Email: lgsilva1940@aol.com

### **Energy**

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 Apex Petroleum & Energy Xpress, LLC  
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 4099 Calder Avenue  
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**Environmental**

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 6001 Savoy, Suite 204  
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(y) Florists- Retail

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 Fax: 409-838-0085  
 Email: waltermccloney@sbcglobal.net

(z)

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(cc) Home Repair & Maintenance

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 Clint's Maintenance and Repairs  
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 Beaumont, TX 77708  
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 Email: bholmes@farmeragent.com

Byron Lewis  
 LRC Insurance, Inc.  
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 Beaumont, TX 77707  
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 Cell: 409-466-3664  
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 Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
 Insurance Medical Services, Inc.  
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 Port Arthur, TX  
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 Fax: 713-660-9977  
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Mr. Lawrence Evans  
 Farmers Insurance Co.  
 3355 Washington Blvd.  
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Tarik Cooper  
 Frank and Cooper, Inc.  
 125 IH 10 North Street, Suite 410  
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 Cell: 409-939-0247

Thelma Jefferson  
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 Beaumont, TX 77706  
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### **Investment**

Connie D. Gist  
 EdwardJones  
 4414 Dowlen Road, Suite 102  
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 Tel1: 409-896-5852  
 Toll Free1: 888-368-2620  
 Toll Free2: 888-898-7188  
 Website: www.edwardjones.com

### **Lawn Care**

Ava S. Hamilton  
 B & A Lawn Care Service  
 P.O. Box 22855  
 Tel1: 409-866-9399  
 Tel2: 409-651-9955  
 Tel3: 409-651-9954



\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

(gg) Logistic

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
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Beaumont, TX 77720  
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Fax: 409-883-4208  
Cell: 409-299-0053  
Email: ldeshotel@pnx.com

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(mm)

(nn) Maintenance

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Email: kenny.tims@ktmaintenance.com

(oo)

**Misc.**

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M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
Area Impressions Caps & T's  
Tel: 409-833-4561  
Email: bprados@swbell.net

(pp) Office Supply

Howard Giron  
Select Business Products  
P.O. Box 22741  
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Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
Moore Superior Pest Control, Inc.  
Tel: 409-899-1799

(qq)

(rr) Photography

Harold's Photography  
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Beaumont, TX 77705  
Tel: 409-794-5376  
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Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry  
Photographer & Videographer  
2906 Roberts St.  
Beaumont, TX 77701  
Tel: 409-842-3903

Sonny Perkins  
Sonny's Video  
2290 Morrison  
Beaumont, TX 77701  
Tel: 409-832-9380

**Plumbing**

A.J.  
 Martha's Sewage and Drainage Service  
 2370 Columbia Street  
 Beaumont, TX 77701  
 Tel: 409-833-2796

Charles chevis  
 Joe Simon Plumbing & Heating  
 Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
 KFDM 6 & WB 10 KWBB  
 P.O. Box 7128  
 Beaumont, TX 77726-7128  
 Tel: 409-895-4661  
 Fax: 409-892-7305  
 Email: angels@kfdm.com

Helen Hunter Tubbs  
 Spotlight Magazine  
 P.O. Box 41203  
 Beaumont, TX 77725  
 Tel: 409-832-3494  
 Fax: 409-832-6171

Jesse Samuels, Sr.  
 Cumulus  
 755 S. 11<sup>th</sup> Street, Suite 102  
 Beaumont, TX 77701  
 Tel: 409-833-9421  
 Fax: 409-833-9296  
 Home: 409-983-5404

Jessie Haynes  
 NAC Publishing- 10 Stupid Things  
 P.O. Box 22577  
 Beaumont, TX 77720  
 Tel: 409-838-2222

Mr. A. B. Bernard  
 BGI Enterprise  
 PO Box 22077  
 Beaumont, TX 77720-2077  
 Tel: 409-833-0303  
 Fax: 409-833-0744

Ms. Vickie Frank  
 KZZB Radio  
 2531 Calder Ave.  
 Beaumont, TX 77702  
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 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website:

(ss) Purchasing/ Procurement

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

### **Real Estate**

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(tt)

## RESTAURANTS

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 Dairy Queen  
 3755 College St.  
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 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470  
 Website:

### **Roofing**

John & Lawrence  
 Norman & Norman Roofing  
 Beaumont, TX  
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 Lawrence Tel: 409-838-4266

### **Sanitary Supply**

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 Pager: 409-726-3624

The Invisible Armor  
 Tammy Powell  
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 Fax: 409-840-9815  
 Email:

**Trophies**

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 Beaumont, TX 77705  
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 Fax: 409-842-6473  
 Email: aaatrophysshop@yahoo.com

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 J&J Trucking  
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Erwin Charles  
 Charles Trucking  
 Tel: 409-835-5805

Delisa Bean  
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 J&P Trucking  
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Mrs. Shelia M. Mire  
 W&S Mire Trucking

Roland Eaglin  
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**Wrecker Services**

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Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
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Tel: 409-835-5722

## EXHIBIT "F"

### Jefferson County Amended Uniform Tax Abatement Policy – 2014

**It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.**



#### JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2014

##### ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

##### STATEMENT OF PURPOSE

###### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

##### DEFINITIONS

###### SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.

(c) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(d) **"Base Year Value"** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.

(e) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) **"Eligible Facilities"** or **"Eligible Projects"** means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(i) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.



(j) "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(k) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

(l) "New Facility" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(m) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

#### WHEN ABATEMENT AUTHORIZED

##### SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

- (1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and
- (2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.
- (3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.
- (4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

#### **Factors Considered By County In Considering Abatement Requests**

##### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) Existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive life of proposed improvements;
- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
- (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
- (8) The amount of local taxes to be generated directly;
- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

- (10) The amount of economic impact the Eligible Facility will provide to the local community;
- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;
- (17) The attraction of other new businesses to the area as a result of the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.



(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of

litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) "Taxability" From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

#### APPLICATION PROCESS

##### SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7<sup>th</sup>) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7<sup>th</sup>) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.



(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## AGREEMENT

### SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## RECAPTURE

### SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is understood and agreed by the owner that, if at any time during the abatement, the owner prevails in an action to contest the taxable value of the property of owner that is the subject of the abatement for Unequal Appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, the County shall reduce the amount of abatement dollar for dollar for each dollar that the taxable value is reduced as a result of that contest.

## ADMINISTRATION

### SECTION VIII

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement

agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

#### AGREEMENT

#### SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00



## SUNSET PROVISION

### SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

## DISCRETION OF THE COUNTY

### SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

## QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

### General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

### Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

### Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

#### Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

#### Questions to be Answered

- (1) Is your project within a city limit? \_\_\_\_\_. Name of City \_\_\_\_\_
- (2) Is your project within an ETJ? . Name of City ETJ \_\_\_\_\_
- (3) Is your project within an Enterprise or Reinvestment Zone? Which? \_\_\_\_\_
- (4) Will you own the realty or lease the realty? \_\_\_\_\_
- (5) Present Appraisal District value of land and any EXISTING improvements owned by the OWNER:  
(Answer this question based on Appraisal District records for the specific site you select.)  
Cost of Land (If you are purchasing): \$ \_\_\_\_\_  
Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_
- (6) Type and value of proposed improvements:  
\_\_\_\_\_  
Type of construction:  
(Tiltwall, Build-Out of Existing Facility, Etc.)  
Value of Construction:  
Value of Equipment:

**Value of Pollution Control Devices:** It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

- (7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_



(8) Number of existing jobs to be retained by proposed improvements:

(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: \_\_\_\_\_

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill?

\_\_\_\_\_

(12) Amount property tax base valuation will be increased:

During term of abatement: \_\_\_\_\_

After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

\_\_\_\_\_

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

\_\_\_\_\_

(18) The impact on the business opportunities of existing businesses:

\_\_\_\_\_

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

---

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**

# **EXHIBIT "A"**

## **JEFFERSON COUNTY APPRAISAL DISTRICT PROCEDURE FOR CALCULATING ABATEMENTS**

### **Purpose**

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

### **Calculation of "Base Year Value"**

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the "Base Year". "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

### **Calculation of "Current Year Market Value"**

"Current Year Market Value" for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the "Base Year Value."

### **Calculation of "Taxable Value"**

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property

owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

#### Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

#### **VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:**

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

#### **VALUE AVAILABLE FOR ABATEMENT:**

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

#### **VALUE SUBJECT TO ABATEMENT:**

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

**ABATED VALUE:**

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.



**EXHIBIT "G" – "AFFILIATES OF OWNER AS OF JANUARY 1, 2015"**

The following Affiliates of OWNER owned industrial realty improvements within Jefferson County, Texas, on January 1, 2015:

**NONE**

**AGENDA ITEM****June 1, 2015**

**Consider, possibly approve and authorize the County Judge to execute an Amendment to TEA-21 Congressional High Priority Projects Program between Jefferson County, Texas and the Texas Department of Transportation for the improvement of SH 87 from SH 124 from the Bolivar Peninsula and to East Sabine Pass, Texas.**

CSJ #\_\_0307-03-033\_\_\_\_\_  
 District # \_\_20-BMT\_\_\_\_\_  
 Code Chart 64 # \_\_50124\_\_\_\_\_  
 Project:SH87 from SH124 on Bolivar  
 Peninsula to Sabine Pass  
 Federal Highway Administration  
 CFDA # 20.205\_\_\_\_\_  
 Not Research and Development

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AGREEMENT For A  
 TEA-21 CONGRESSIONAL HIGH PRIORITY PROJECTS PROGRAM  
 AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the County of Jefferson, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on the 12<sup>th</sup> day of March 1999, to effectuate their agreement to improve SH87 from SH124 on Bolivar Peninsula, east to Sabine Pass; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

In accordance with Article 7. Termination, A.(1), this agreement is terminated in its entirety by mutual written agreement and consent of both parties.

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #\_\_0307-03-033\_\_\_\_\_  
District # \_\_20-BMT\_\_\_\_\_  
Code Chart 64 # \_\_50124\_\_\_\_\_  
Project:SH87 from SH124 on Bolivar  
Peninsula to Sabine Pass  
Federal Highway Administration  
CFDA # 20.205\_\_\_\_\_  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Tucker Ferguson  
District Engineer – Beaumont District  
Texas Department of Transportation

\_\_\_\_\_  
Date



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 1st day of June, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following RESOLUTION was adopted:

**WHEREAS**, Gerald L. Stewart, has devoted 17 years of his life serving the people of Jefferson County with pride and professionalism; and

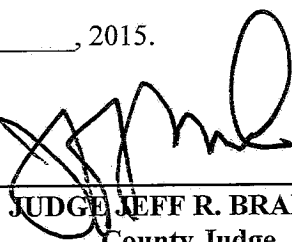
**WHEREAS**, Gerald L. Stewart, has made an outstanding contribution to the Jefferson County Adult Probation Department and the quality of criminal justice in Jefferson County. During his career with Jefferson County, he served in the capacity of a Corrections Officer in the Sheriff's Department, a Drill Instructor in the Boot Camp, a Residential Supervisor at the Men's Restitution Center, a Case Aide for Probation Officer's, a Community Service Coordinator and a Felony Absconder Investigator in the Adult Probation Department; and

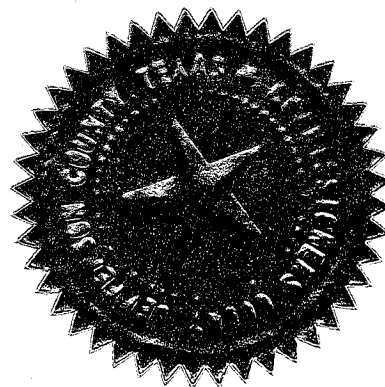
**WHEREAS**, through hard work and commitment to excellence, Gerald L. Stewart, has earned the respect of his colleagues and the citizens of Jefferson County; and


**WHEREAS**, having made a significant contribution to both the Jefferson County Adult Probation Department and the Sheriff's Department, Gerald L. Stewart, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

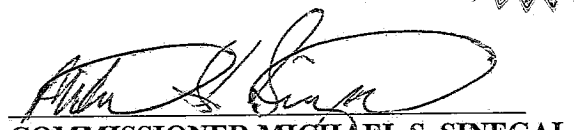
**NOW, THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend Gerald L. Stewart, for his dedicated service as a valuable employee of Jefferson County Adult Probation Department and wishes him well in his retirement.

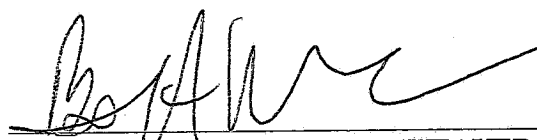
SIGNED this 1st day of June, 2015.


  
 JUDGE JEFF R. BRANICK  
 County Judge



  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4



**AGENDA ITEM****June 1, 2015**

Consider, possibly approve and authorize the County Judge to execute a tax abatement between Jefferson County, Texas and Golden Pass Products, LLC for Train 1 of the expansion project pursuant to Section 312.401, Texas Tax Code.



**STATE OF TEXAS**

§

§

**COUNTY OF JEFFERSON**

§

### **ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Golden Pass Products LLC, a limited liability company authorized to do business in Texas. (hereinafter sometimes referred to as "COMPANY" OR "OWNER").

#### **1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Pass Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 3, 2014 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Natural Gas Liquefaction and Related Export (Train 1 of contemplated construction) facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Golden Pass Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of the COMPANY.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE GOLDEN PASS REINVESTMENT ZONE, WHICH ADOPTED THE GOLDEN PASS REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.



“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2018 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Final Investment Decision" means a positive final investment decision in respect of the investment and construction of the PROJECT.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the region average weekly wage for manufacturing jobs in the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County.

"Payment in Lieu of Taxes" If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### **4. TERM OF ABATEMENT**

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2018 and shall terminate on December 31, 2027, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2017, this AGREEMENT shall be null and void.

#### **5. OWNER REPRESENTATIONS/OBLIGATIONS**

In order to receive a tax abatement with respect to a tax year listed on Exhibit E (Schedule I): Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the third quarter, 2019, maintain a level of not less than 20 new full-time jobs, using headcount as of January 1, 2017 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 20 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 20 full-time



jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s

A2 = revised Abatement \$s

E1 = 20 full-time jobs

E2 = revised employee count

$A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$3,500,000,000;
- d. Make available to the COUNTY, upon the COUNTY providing five days advance notice to enter the PROJECT site to review, information concerning the details of contractor bids per Exhibit F, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process.
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include those located or having a principal office in the nine county region referenced above. “Local subcontractors” shall include those located or having a principal office in the nine county region referenced above.
  - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in

operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance (Exhibit F). OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- iii) OWNER agrees to provide public notice for bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT; (Exhibit F).
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.



- (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
- (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
  - j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/ DBE vendors, suppliers and sub-contractors;
  - k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
  - l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
  - m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
  - n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

## 6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit E (Schedule I): "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2015, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule (Exhibit E: Schedule I)" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties



hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County.

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this agreement on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

- a. the abatement will be recalculated for any adjustments due to the contract floor; and,
- b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved



of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that “Force Majeure Event” does not include the inability to make payment or financial distress.

## **12. ASSIGNMENT**

OWNER may assign this AGREEMENT, or a portion of this AGREEMENT, to an Affiliate of all or a portion of the OWNER’s Qualified Property and/or the OWNER’s Qualified Investment, provided that the OWNER shall provide written notice of such assignment to the COMMISSIONERS COURT of such assignment. OWNER may also assign this AGREEMENT, or a portion of this AGREEMENT, to a new owner or lessee of the same PROJECT, or a portion thereof, upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the court to withhold approval if Owner or the proposed assignee is liable to the County for outstanding taxes or other obligations.

## **13. ENTIRE AGREEMENT**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

## **14. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

## **15. OPTION TO CANCEL AGREEMENT**

Notwithstanding anything in this Agreement to the contrary, in the event the OWNER determines at any time prior to the Abatement Period, that a positive Final Investment

Decision will not be reached, the OWNER may terminate this Agreement by providing written notice of termination to the COMMISSIONER'S COURT, in which case this Agreement shall become null and void as of the date of the notice provided by OWNER.

## 16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

\_\_\_\_\_  
 Company  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

COUNTY: Hon. Jeff R. Branick, County Judge  
 Jefferson County Texas  
 P.O. Box 4025  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
 Criminal District Attorney  
 1149 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701  
 (409) 835-8550  
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
 First Assistant: Staff Attorney  
 Jefferson County Courthouse  
 P. O. Box 4025,  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

## **17. MERGER**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

## **18. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

## **19. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

## **20. SEVERABILITY**

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the \_\_\_ day of \_\_\_\_\_, 201\_\_

**FOR THE COUNTY:**

\_\_\_\_\_  
Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

By: \_\_\_\_\_

\_\_\_\_\_

Title:

Golden Pass Products LLC "COMPANY"



**Exhibits to Golden Pass Products LLC Train 1 Abatement Agreement**

**Exhibit A .....“Description of Project”**

**Exhibit B .....“Base Year Property”**

**Exhibit C .....“Reinvestment Zone”**

**Exhibit D .....“List of HUB/DBE Companies”**

**Exhibit E (SCHEDULE D)...“Tax Abatement Schedule”**

**Exhibit F .....“Reporting Template”**



**EXHIBIT A**  
**“Description of Project”**

Golden Pass Products (GPP) and Golden Pass Pipeline LLC (collectively, “Golden Pass”) propose to own, site, construct, and operate a liquefied natural gas (“LNG”) export project (“GPX Project”). The GPX Project consists of:

- (1) The Export Facility, which will be constructed adjacent to the Golden Pass LNG Terminal LLC (“GPLNG”) import terminal site, located onshore at the Sabine-Neches Waterway in Jefferson County, Texas; and
- (2) Additions to the existing Golden Pass Pipeline LLC system (“GPPL”) by construction of approximately a total of three to four miles of new 24 inch pipeline in two non-contiguous loops and up to four new compressor stations with all necessary integration interconnections for bi-directional service. *Note; Not all these additions will be within the reinvestment zone therefore not subject to this abatement application.*

The planned GPX Project will be located on over 1,100 acres owned or controlled by GPP affiliates in Jefferson County, Texas (See Exhibits “B” & “C”). The GPX Project will allow Golden Pass to receive natural gas from domestic sources, convert natural gas to LNG, store, load, and export that LNG. GPX Project will be constructed and operated contiguous to and integrated with the GPLNG terminal and GPPL. This will enable Golden Pass to maximize use of the existing GPLNG terminal and GPPL facilities, to provide for bi-directional service and thus allow for exportation and importation of natural gas. GPP will construct three liquefaction trains with a nominal total production capacity of 15.0 million metric tons per annum (MTPA) of LNG for export (each having a nominal throughput of 5.0 million MTPA). The Project is expected to be constructed in phases, with each LNG train commencing operations approximately six to twelve months after the previous train. *A separate Chapter 312 Abatement is being filed for each train. This application is for the first train of the Project and all newly installed and constructed supporting infrastructure improvements including, but not limited to, land improvements, tanks, intra-plant piping, pumps, refrigeration equipment, compression, utilities, plant control equipment, pollution control equipment, buildings and associated equipment to support these major components.*

The GPX Project includes, but is not limited to, the following major components described below.

- a) Inlet gas treating systems utilizing amine for carbon dioxide, hydrogen sulfide removal followed by molecular sieve dehydration. Water and heavy hydrocarbons will be removed by dehydration units, scrubbers and separators.

- b) Liquefaction capability Train #1 will have a nominal throughput capacity of 5.0 MTPA. This process train will include the following components:
- i. Propane pre-cooling, mixed refrigerant LNG process (also known as the C3MR process) utilizing two gas-fired turbines;
  - ii. Coil wound main cryogenic heat exchangers for liquefaction and sub-cooling.
- c) Nominal electrical power generation of up to 100 megawatts.
- d) Associated utilities, equipment and air coolers.
- e) Interconnections to existing import facilities and controls.
- f) Installation of facilities to allow for the loading of LNG (truck).
- g) The addition of LNG storage tank pumps to accommodate loading operations.
- h) Central control room and terminal isolation equipment.
- i) Additional buildings for administration, maintenance, security, utilities, and storage warehouses.
- j) Expansion of the facility's storm protection levee system, safety and security assets.
- k) Optimization of facility processes to allow for import and export capabilities.

**EXHIBIT B**  
**“Base Year Property”**

The proposed Reinvestment Zone contains improvements  
This base year taxable value as certified will be attached, by consent of the parties, when  
same is calculated and adopted by the Jefferson County Appraisal District.

**“Pending Final Appraisal”**

**Exhibit B**  
**Base Year Properties of Affiliated Companies in Jefferson County, Texas**

**Owner: Golden Pass LNG Terminal LLC**

Jefferson County Account No.	CAD Reference No.	Property Description	Other	2015 Taxable Value *
<b>Terminal Plant Facilities</b>				
530730-000-000010-00100	530730000010	Terminal Tract; Sabine Pass; Site Facilities; Terminal Abatements		-
530730-000-000040-00000	530730000040	Terminal Tract; TCEQ Exemptions		-
<b>Terminal F&amp;F, Equipment, Business Vehicles</b>				
530730-000-000050-00000	530730000050	Personal Property on site (Furniture, Fixtures, Equipment, Business Vehicles)		-
530730-000-000060-00000	530730000060	Personal Property (capital spares) @ IAS (Ind. Apparatus Services) warehouse, Beaumont		-
<b>Terminal Inactive</b>				
530730-000-000015-00000	530730000015	Terminal Tract; Ship Berths 1&2; Sabine Pass; included in 530730000010		-
530730-000-000045-00000	530730000045	Terminal Tract; TCEQ Exemptions pending negotiation; included in 530730000040		-
530730-000-000070-00000	530730000070	Personal Property @ JMB		-
530730-000-000080-00000	530730000080	Warehouse, Beaumont		-
<b>Terminal Real Property</b>				
300123-000-005000-00000	300123005000	Tr 3-13 19 56 66 & 71-73 123 D Gahagen, 250.8 acres Lot 3 4; Agricultural Exemption property Tr 118 143.124 acres; 162.997 acres; 170.079 acres 123 D	gross appraised	-
300123-000-123200-00000	300123123200	Gahagen (476.2 total acres)		-
300123-000-123300-00000	300123123300	Tr 119 149.017 acres; 29.183 acres 123 D Gahagen (178.2 total acres); Agricultural Exemption property Tr 120 (Part of Div A) 123 D	gross appraised	-
300123-000-123400-00000	300123123400	Gahagen 174.600 acres (submerged land)		-
300123-000-123500-00000	300123123500	Tr 121 (Part of Div A) 123 D Gahagen 25.760 acres (submerged land)		-
<b>TOTAL AD VALOREM TAXABLE VALUE: Golden Pass LNG Terminal LLC</b>				-

**Owner: Golden Pass Pipeline LLC**

<b>Pipeline Miscellaneous</b>				
531130-000-000010-00000	531130000010	Misc Spare Parts on site		-
<b>Pipeline Fixed Equipment</b>				
531130-000-000012-00000	531130000012	Centana Tap		-
531130-000-000014-00000	531130000014	Centana/GTS Tap		-
531130-000-000016-00000	531130000016	Beaumont Lateral Tap		-
531130-000-000017-00000	531130000017	Golden Pass Tee		-
531130-000-000018-00000	531130000018	Tejas/Texas Interconnect		-
<b>Pipeline 42" Installed</b>				
531130-000-000030-00000	531130000030	Segment 6874-78888	13.6 miles	-
531130-000-000040-00000	531130000040	Segment 78888-98817	3.8 miles	-
531130-000-000050-00000	531130000050	Segment 98817-108491	3.2 miles	-
531130-000-000060-00000	531130000060	Segment 108491-25594	1.8 miles	-
531130-000-000070-00000	531130000070	Segment 25594-138917	2.6 miles	-
531130-000-000080-00000	531130000080	Segment 138917-144414	1.0 miles	-
531130-000-000090-00000	531130000090	Segment 144414-147297	0.6 miles	-
531130-000-000100-00000	531130000100	Segment 147297-149393	0.4 miles	-
531130-000-000110-00000	531130000110	Segment 149393-151486	0.4 miles	-
531130-000-000120-00000	531130000120	Segment 151486-159708	1.6 miles	-
<b>TOTAL AD VALOREM TAXABLE VALUE: Golden Pass Pipeline LLC</b>				-

\* Net of Agricultural Exemption where appropriate

**EXHIBIT C – “Reinvestment Zone”**



*Notice of Meeting and Agenda and Minutes  
December 23, 2013*

**COUNTY COMMISSIONERS:**

4. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 30, 2013 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

SEE ATTACHMENTS ON PAGES 21 - 25

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

5. Consider, possibly approve and receive and file renewal of the Golden Pass Reinvestment Zone, pursuant to Section 312.203, Texas Property Redevelopment and Tax Abatement Act.

SEE ATTACHMENTS ON PAGES 26 - 45

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**Abstained: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred**

**Action: APPROVED**

6. Consider and possibly approve, execute, receive and file reappointment of Doug Almond to the Jefferson County Emergency Services District # 3 Board of Commissioners for a 2 year term effective January 01, 2015.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

STATE OF TEXAS                   §         IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON          §         OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE  
PURSUANT TO SEC 312. 203 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2013 on motion made by \_\_\_\_\_, Commissioner of Precinct No \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No \_\_\_\_\_, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to renew the Order establishing the Golden Pass Reinvestment Zone near Sabine Pass, Jefferson County, TX, pursuant to Sec. 312. 203, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby renews the designation of the property, (Golden Pass Reinvestment Zone,) further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area continues to meet the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas and a tax abatement agreement has been executed and currently exists between Golden Pass LNG Terminal LP and Jefferson County

- Section 5. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that renewal of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

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

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

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



## EXHIBIT "A"

123

STATE OF TEXAS           §           IN THE COMMISSIONERS COURT  
COUNTY OF JEFFERSON §           OF JEFFERSON COUNTY, TEXAS

**AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS  
DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC. 312. 201 OF THE  
TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)**

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 20th day of June, 2005, on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Order was adopted:

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, Golden Pass LNG desires to develop a liquefied natural gas terminal facility, which will involve a significant investment and expansion of the region's job base; and

WHEREAS, it is in the best interest of the county to designate the Golden Pass LNG facility near Port Arthur a reinvestment zone, pursuant to Sec. 312.201, Tax Code (The Property Redevelopment and Tax Abatement Act).

**IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS:**

- Section 1. That the Commissioners Court hereby designates the Gold Pass LNG facility near Port Arthur as a Reinvestment Zone (the "Zone").
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Act.
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on June 20, 2005.

AGENDA ITEM NO. 11EXHIBIT "A"  
TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE124  
20

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement.
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment or attract major investment to the Zone that would be a benefit to the property and that would contribute to the economic development of the community.
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

SIGNED this 20th day of June, 2005.
  
 JUDGE CARL R. GRIFFITH, JR.  
 County Judge

  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 COMMISSIONER WAYMON D. HALLMARK  
 Precinct No. 3

  
 COMMISSIONER MARK L. DOMINGUE  
 Precinct No. 2

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4



EXHIBIT "A"

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125.

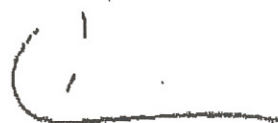
Special Session, June 20, 2005

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 20, 2005.

ATTEST:



Carolyn L. Guidry  
County Clerk



Carl R. Griffith, Jr.  
County Judge

I CERTIFY THIS IS A TRUE COPY  
Witness my Hand and Seal of Office  
JUN 21 2005

CAROLYN L. GUIDRY, COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

BY  DEPUTY  
Theresa Goodness

## EXHIBIT "A"

126

**TRACT ONE**  
**476.2 ACRES OF LAND PART OF DIVISIONS A & B, DENNIS GAHAGAN**  
**LEAGUE, ABSTRACT NO. 123**  
**JEFFERSON COUNTY, TEXAS**

A tract of land containing 476.2 acres of land, out of and a part of Divisions A and B of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE South 19 deg., 57 min., 49 sec., East, on the common line of Division B and Division 8, a distance of 879.94' to a 2" steel pipe found for corner;

THENCE South 69 deg., 59 min., 21 sec., West, on the North line of Tract 2 described in Special Warranty Deed dated September 22, 1978, from Katherine Belle B. Doyle, et al., to Howell Cobb, Trustee, recorded in Vol. 2116, Page 85, Deed Records, Jefferson County, Texas, a distance of 1000.08' to a 1" steel pipe found for the Northwest corner of said Tract 2;

THENCE South 19 deg., 59 min., 37 sec., East, on the West line of said Tract 2, a distance of 1134.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE South 70 deg., 00 min., 23 sec., West, on the North line of a tract of land set aside to Emma V. Joesting in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas and a portion of a tract of land set aside to Daisy M. Roche in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas, a distance of 1534.37' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE North 63 deg., 04 min., 53 sec., West, a distance of 2576.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner on the common line of said Division B and Division 12;

THENCE North 21 deg., 01 min., 38 sec., East, on the common line of Division B and Division 12, a distance of 1126.94' to a Houston Oil Company concrete monument identified as G-61 found for corner; said concrete monument being the common corner of Division B and Division 12 and being on the South line of Division A;

THENCE North 84 deg., 00 min., 00 sec., West, a distance of 3589.69' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

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THENCE North 08 deg., 00 min., 00 sec., East a distance of 2620.42' passing a 1/2" steel rod set, capped and marked "SOUTEX" for reference point; continuing for a total distance of 2720.42' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 77 deg., 06 min., 43 sec., East, a distance of 495.18';

South 49 deg., 29 min., 15 sec., East, a distance of 39.44';

South 65 deg., 56 min., 40 sec., East, a distance of 226.93';

South 72 deg., 30 min., 23 sec., East, a distance of 260.46';

South 85 deg., 01 min., 34 sec., East, a distance of 141.74';

South 76 deg., 52 min., 07 sec., East, a distance of 133.20';

South 76 deg., 57 min., 11 sec., East, a distance of 32.22';

South 41 deg., 18 min., 28 sec., East, a distance of 50.07';

South 58 deg., 19 min., 42 sec., East, a distance of 97.16';

South 72 deg., 24 min., 52 sec., East, a distance of 130.08';

South 82 deg., 38 min., 40 sec., East, a distance of 207.23';

South 70 deg., 46 min., 13 sec., East, a distance of 84.67';

South 76 deg., 38 min., 38 sec., East, a distance of 100.77';

South 78 deg., 48 min., 29 sec., East, a distance of 91.24';

South 61 deg., 24 min., 48 sec., East, a distance of 54.00';

South 53 deg., 44 min., 45 sec., East, a distance of 121.95';

South 56 deg., 49 min., 34 sec., East, a distance of 110.17';

South 65 deg., 27 min., 43 sec., East, a distance of 93.36';

South 74 deg., 38 min., 51 sec., East, a distance of 110.03';

South 83 deg., 33 min., 57 sec., East, a distance of 99.12';

JEB  
2/13



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North 71 deg., 33 min., 24 sec., East, a distance of 40.68';  
South 78 deg., 03 min., 12 sec., East, a distance of 55.12';  
South 85 deg., 49 min., 28 sec., East, a distance of 94.09';  
South 66 deg., 36 min., 20 sec., East, a distance of 86.18';  
South 73 deg., 17 min., 50 sec., East, a distance of 89.98';  
South 67 deg., 03 min., 41 sec., East, a distance of 137.01';  
South 60 deg., 11 min., 31 sec., East, a distance of 102.81';  
South 63 deg., 04 min., 18 sec., East, a distance of 80.70';  
South 64 deg., 42 min., 43 sec., East, a distance of 56.25';  
South 68 deg., 49 min., 52 sec., East, a distance of 99.75';  
South 76 deg., 33 min., 12 sec., East, a distance of 143.39';  
North 87 deg., 13 min., 53 sec., East, a distance of 64.35';  
North 54 deg., 29 min., 39 sec., East, a distance of 34.86';  
South 48 deg., 23 min., 43 sec., East, a distance of 29.53';  
South 67 deg., 00 min., 38 sec., East, a distance of 50.58';  
South 30 deg., 24 min., 47 sec., East, a distance of 34.51';  
South 44 deg., 26 min., 32 sec., East, a distance of 47.89';  
South 59 deg., 48 min., 57 sec., East, a distance of 68.29';  
South 71 deg., 27 min., 32 sec., East, a distance of 97.11';  
South 69 deg., 58 min., 28 sec., East, a distance of 160.85';  
South 80 deg., 55 min., 54 sec., East, a distance of 181.89';  
South 85 deg., 58 min., 01 sec., East, a distance of 155.60';  
South 86 deg., 30 min., 39 sec., East, a distance of 111.34';



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North 80 deg., 51 min., 51 sec., East, a distance of 78.98';  
North 78 deg., 52 min., 20 sec., East, a distance of 83.22';  
South 89 deg., 32 min., 33 sec., East, a distance of 28.45';  
South 77 deg., 58 min., 44 sec., East, a distance of 63.60';  
South 79 deg., 18 min., 00 sec., East, a distance of 57.27';  
South 86 deg., 35 min., 49 sec., East, a distance of 103.04';  
South 85 deg., 13 min., 46 sec., East, a distance of 396.88';  
North 88 deg., 27 min., 41 sec., East, a distance of 92.18';  
North 80 deg., 00 min., 00 sec., East, a distance of 92.02';  
South 76 deg., 37 min., 16 sec., East, a distance of 61.52';  
South 70 deg., 01 min., 34 sec., East, a distance of 57.84';  
South 74 deg., 34 min., 06 sec., East, a distance of 67.61';  
South 60 deg., 07 min., 14 sec., East, a distance of 120.11';  
South 64 deg., 33 min., 16 sec., East, a distance of 92.75';  
South 69 deg., 00 min., 45 sec., East, a distance of 154.14';  
South 67 deg., 31 min., 13 sec., East, a distance of 159.69';  
South 68 deg., 40 min., 49 sec., East, a distance of 101.47';  
South 73 deg., 10 min., 32 sec., East, a distance of 159.80';  
South 80 deg., 20 min., 38 sec., East, a distance of 96.13';  
North 79 deg., 53 min., 35 sec., East, a distance of 88.33';  
North 85 deg., 36 min., 37 sec., East, a distance of 26.51';  
South 79 deg., 35 min., 19 sec., East, a distance of 112.09';  
South 73 deg., 37 min., 41 sec., East, a distance of 154.19';



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South 71 deg., 04 min., 01 sec., East, a distance of 99.88';

South 44 deg., 36 min., 50 sec., East, a distance of 152.63';

South 49 deg., 47 min., 34 sec., East, a distance of 98.16';

South 67 deg., 10 min., 09 sec., East, a distance of 128.72';

South 53 deg., 21 min., 08 sec., East, a distance of 107.67';

South 67 deg., 40 min., 47 sec., East, a distance of 194.33';

South 83 deg., 05 min., 37 sec., East, a distance of 60.77';

South 80 deg., 08 min., 37 sec., East, a distance of 153.00' to a point for corner being the intersection of the Southerly bank line of the Sabine Neches Ship Channel and the common line of Division A and Division 8;

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of said Division A and Division 8, a distance of 144.38' passing a Houston Oil Company concrete monument found and identified as G-72; continuing on the common line of Division A and Division 8 for a total distance of 902.78' to the POINT OF BEGINNING and containing 476.2 acres of land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003.

Golden Pass LNG Terminal LP  
LS-03-1192A

*ALB*  
*8/10*

## EXHIBIT "A"

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## TRACT TWO

174.6 ACRES OF LAND (SUBMERGED) PART OF DIVISION A, DENNIS  
GAHAGAN LEAGUE, ABSTRACT NO. 123, JEFFERSON COUNTY, TEXAS

A tract of land containing 174.6 acres of land, being submerged land out of and a part of Division A of the Dennis Gahagan League, Abstract No. 123; said division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at the common corner of Division B and Division 8, on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of Division A and Division 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72; continuing for a total distance of 902.78' to a point on the Southerly bank line of the Sabine Neches Ship Channel; said point being the POINT OF BEGINNING of the herein described tract;

THENCE on the Southerly bank line of the Sabine Neches Ship Channel:

North 80 deg., 08 min., 37 sec., West, a distance of 153.00';  
 North 83 deg., 05 min., 37 sec., West, a distance of 60.77';  
 North 67 deg., 40 min., 47 sec., West, a distance of 194.33';  
 North 53 deg., 21 min., 08 sec., West, a distance of 107.67';  
 North 67 deg., 10 min., 09 sec., West, a distance of 128.72';  
 North 49 deg., 47 min., 34 sec., West, a distance of 98.16';  
 North 44 deg., 36 min., 50 sec., West, a distance of 152.63';  
 North 71 deg., 04 min., 01 sec., West, a distance of 99.88';  
 North 73 deg., 37 min., 41 sec., West, a distance of 154.19';  
 North 79 deg., 35 min., 19 sec., West, a distance of 112.09';  
 South 85 deg., 36 min., 37 sec., West, a distance of 26.51';  
 South 79 deg., 53 min., 35 sec., West, a distance of 88.33';

*JEH*  
*20*

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North 80 deg., 20 min., 38 sec., West, a distance of 96.13';  
North 73 deg., 10 min., 32 sec., West, a distance of 159.80';  
North 68 deg., 40 min., 49 sec., West, a distance of 101.47';  
North 67 deg., 31 min., 13 sec., West, a distance of 159.69';  
North 69 deg., 00 min., 45 sec., West, a distance of 154.14';  
North 64 deg., 33 min., 16 sec., West, a distance of 92.75';  
North 60 deg., 07 min., 14 sec., West, a distance of 120.11';  
North 74 deg., 34 min., 06 sec., West, a distance of 67.61';  
North 70 deg., 01 min., 34 sec., West, a distance of 57.84';  
North 76 deg., 37 min., 16 sec., West, a distance of 61.52';  
South 80 deg., 00 min., 00 sec., West, a distance of 92.02';  
South 88 deg., 27 min., 41 sec., West, a distance of 92.18';  
North 85 deg., 13 min., 46 sec., West, a distance of 396.88';  
North 86 deg., 35 min., 49 sec., West, a distance of 103.04';  
North 79 deg., 18 min., 00 sec., West, a distance of 57.27';  
North 77 deg., 58 min., 44 sec., West, a distance of 63.60';  
North 89 deg., 32 min., 33 sec., West, a distance of 28.45';  
South 78 deg., 52 min., 20 sec., West, a distance of 83.22';  
South 80 deg., 51 min., 51 sec., West, a distance of 78.98';  
North 86 deg., 30 min., 39 sec., West, a distance of 111.34';  
North 85 deg., 58 min., 01 sec., West, a distance of 155.60';  
North 80 deg., 55 min., 54 sec., West, a distance of 181.89';  
North 69 deg., 58 min., 28 sec., West, a distance of 160.85';

*Self  
80*



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North 71 deg., 27 min., 32 sec., West, a distance of 97.11';  
North 59 deg., 48 min., 57 sec., West, a distance of 68.29';  
North 44 deg., 26 min., 32 sec., West, a distance of 47.89';  
North 30 deg., 24 min., 47 sec., West, a distance of 34.51';  
North 67 deg., 00 min., 38 sec., West, a distance of 50.58';  
North 48 deg., 23 min., 43 sec., West, a distance of 29.53';  
South 54 deg., 29 min., 39 sec., West, a distance of 34.86';  
South 87 deg., 13 min., 53 sec., West, a distance of 64.35';  
North 76 deg., 33 min., 12 sec., West, a distance of 143.39';  
North 68 deg., 49 min., 52 sec., West, a distance of 99.75';  
North 64 deg., 42 min., 43 sec., West, a distance of 56.25';  
North 63 deg., 04 min., 18 sec., West, a distance of 80.70';  
North 60 deg., 11 min., 31 sec., West, a distance of 102.81';  
North 67 deg., 03 min., 41 sec., West, a distance of 137.01';  
North 73 deg., 17 min., 50 sec., West, a distance of 89.98';  
North 66 deg., 36 min., 20 sec., West, a distance of 86.18';  
North 85 deg., 49 min., 28 sec., West, a distance of 94.09';  
North 78 deg., 03 min., 12 sec., West, a distance of 55.12';  
South 71 deg., 33 min., 24 sec., West, a distance of 40.68';  
North 83 deg., 33 min., 57 sec., West, a distance of 99.12';  
North 74 deg., 38 min., 51 sec., West, a distance of 110.03';  
North 65 deg., 27 min., 43 sec., West, a distance of 93.36';  
North 56 deg., 49 min., 34 sec., West, a distance of 110.17';



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North 53 deg., 44min., 45 sec., West, a distance of 121.95';

North 61 deg., 24 min., 48 sec., West, a distance of 54.00';

North 78 deg., 48 min., 29 sec., West, a distance of 91.24';

North 76 deg., 38 min., 38 sec., West, a distance of 100.77';

North 70 deg., 46 min., 13 sec., West, a distance of 84.67';

North 82 deg., 38 min., 40 sec., West, a distance of 207.23';

North 72 deg., 24 min., 52 sec., West, a distance of 130.08';

North 58 deg., 19 min., 42 sec., West, a distance of 97.16';

North 41 deg., 18 min., 28 sec., West, a distance of 50.07';

North 76 deg., 57 min., 11 sec., West, a distance of 32.22';

North 76 deg., 52 min., 07 sec., West, a distance of 133.20';

North 85 deg., 01 min., 34 sec., West, a distance of 141.74';

North 72 deg., 30 min., 23 sec., West, a distance of 260.46';

North 65 deg., 56 min., 40 sec., West, a distance of 226.93';

North 49 deg., 29 min., 15 sec., West, a distance of 39.44';

North 77 deg., 06 min., 43 sec., West, a distance of 495.18';

THENCE North 08 deg., 00 min., 00 sec., East, a distance of 227.80' to a point on the North line of the called 233.72 acre tract;

THENCE North 18 deg., 29 min., 21 sec., East, a distance of 843.99' to a point on the called centerline of the Sabine Neches Ship Channel;

THENCE South 71 deg., 30 min., 39 sec., East, on the called centerline of the Sabine Neches Ship Channel, a distance of 8734.07' to a point being the Point of Curvature of a curve to the right;

THENCE on the called centerline of the Sabine Neches Ship Channel on the arc of a curve to the right having a radius of 3819.41', a chord bearing of South 70 deg., 13 min., 06 sec., East, a chord distance of 189.12' to a point for the intersection of the called

*Handwritten signature/initials*



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centerline of the Sabine Neches Ship Channel and the common line of Division A and Division 8 (or the Northeasterly projection thereof);

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of Division A and Division 8 (or the Northeasterly projection thereof), a distance of 1206.46' to the POINT OF BEGINNING and containing 174.6 acres of land, being submerged land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123 Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003

Golden Pass LNG Terminal LP  
LS-03-1192

JEB  
SD

## EXHIBIT "A"

136

**TRACT ONE**  
**250.8 ACRES OF LAND OUT OF DIVISIONS B, C, AND 4 THROUGH 8,**  
**DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123**  
**JEFFERSON COUNTY, TEXAS**

A tract of land containing 250.8 acres of land, out of and part of Divisions B, C, and 4 through 8 of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East on the common line of said Division A and Division 8, a distance of 758.40' passing a Houston Oil Company concrete monument found and identified as G-72 and being the Southeast corner of a (Called 233.72) acre tract described in and excepted from a deed dated September 23, 1941 from John T Stewart III to J. E. Broussard, et al., recorded in Vol. 502, Page 218, Deed Records, Jefferson County, Texas; continuing on the common line of said Divisions A and 8 for a total distance of 902.78' to a point on the Southwesterly bank line of the Sabine-Neches Ship Channel.

THENCE the following calls along the Southwesterly bank line of said Sabine-Neches Ship Channel:

South 80 deg., 08 min., 36 sec., East, a distance of 8.75';

South 69 deg., 46 min., 38 sec., East, a distance of 53.61';

South 66 deg., 36 min., 16 sec., East, a distance of 116.39';

South 59 deg., 21 min., 42 sec., East, a distance of 161.57';

South 33 deg., 16 min., 56 sec., East, a distance of 36.38';

South 20 deg., 05 min., 44 sec., East, a distance of 76.96';

South 36 deg., 45 min., 48 sec., East, a distance of 116.43';

South 53 deg., 44 min., 12 sec., East, a distance of 119.49';

South 61 deg., 26 min., 19 sec., East, a distance of 140.76';

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South 53 deg., 07 min., 50 sec., East, a distance of 108.58';  
South 68 deg., 40 min., 05 sec., East, a distance of 124.52';  
South 66 deg., 56 min., 46 sec., East, a distance of 112.79';  
South 66 deg., 11 min., 20 sec., East, a distance of 131.66';  
South 61 deg., 37 min., 12 sec., East, a distance of 125.53';  
South 58 deg., 06 min., 58 sec., East, a distance of 108.80';  
South 45 deg., 07 min., 50 sec., East, a distance of 114.41';  
South 37 deg., 01 min., 06 sec., East, a distance of 90.98';  
South 34 deg., 43 min., 21 sec., East, a distance of 100.83';  
South 36 deg., 03 min., 14 sec., East, a distance of 125.84';  
South 38 deg., 59 min., 28 sec., East, a distance of 125.83';  
South 46 deg., 57 min., 06 sec., East, a distance of 123.24';  
South 32 deg., 48 min., 45 sec., East, a distance of 122.44';  
South 34 deg., 21 min., 19 sec., East, a distance of 169.00';  
South 28 deg., 35 min., 09 sec., East, a distance of 122.95';  
South 31 deg., 10 min., 18 sec., East, a distance of 121.57';  
South 36 deg., 17 min., 53 sec., East, a distance of 214.87';  
South 34 deg., 54 min., 31 sec., East, a distance of 139.18';  
South 60 deg., 06 min., 16 sec., East, a distance of 181.84';  
South 59 deg., 17 min., 07 sec., East, a distance of 208.59';  
South 61 deg., 04 min., 18 sec., East, a distance of 134.58';  
South 82 deg., 02 min., 32 sec., East, a distance of 118.51';  
North 87 deg., 58 min., 26 sec., East, a distance of 100.03';



South 68 deg., 51 min., 47 sec., East, a distance of 116.90';

South 25 deg., 02 min., 27 sec., East, a distance of 122.91';

South 44 deg., 23 min., 39 sec., West, a distance of 94.29';

South 30 deg., 01 min., 17 sec., West, a distance of 107.92';

North 73 deg., 00 min., 41 sec., West, a distance of 31.87';

South 16 deg., 55 min., 01 sec., West, a distance of 135.57';

South 07 deg., 43 min., 08 sec., East, a distance of 174.49';

South 02 deg., 15 min., 32 sec., West, a distance of 136.27';

South 03 deg., 11 min., 47 sec., East, a distance of 41.03' to a point being on the common line of Division 3 and said Division 4; said point being the Southeast corner of the herein described tract:

THENCE South 70 deg., 00 min., 47 sec., West, on the common line of said Division 3 and 4, a distance of 25.50' passing a 1/2" steel rod set, capped, and marked "SOUTEX" for reference point; continuing on the common line of said Divisions 3 and 4 for a total distance of 2526.77' to a concrete monument with brass disc set by Houston Oil Company in March 1939 and identified as G-68; said concrete monument being a common corner of said Division 3 and 4 on the Easterly line of said Division C; also being the Southeast corner of a (Called 14.9835) acre tract conveyed to Howell Cobb, Trustee, recorded in Vol. 2116, Page 103, Deed Records, Jefferson County, Texas;

THENCE South 70 deg., 00 min., 47 sec West, (Called South 70 deg., 00 min., 31 sec., West), on the South line of the (Called 14.9835) acre tract, a distance of 1000.00' (Called 1000.058) to a 1" steel pipe found for the Southwest corner of the (Called 14.9835) acre tract and the Southwest corner of the herein described tract;

THENCE North 19 deg., 57 min., 51 sec., West (Called North 19 deg., 57 min., 26 sec., West), a distance of (Called 652.654') passing the common line of said Divisions B and C; continuing for a total distance of 1079.25 to a 1" steel pipe found for an angle point in the West line of the herein described Tract;

THENCE North 19 deg., 59 min., 37 sec., West a distance of 1958.28' to a 1" steel pipe found for corner;

THENCE North 69 deg., 59 min., 21 sec., East a distance of 1000.08' to a 2" steel pipe found on the common line of said Divisions B and 7;

THENCE North 19 deg., 57 min., 49 sec., West, on the common line of said Division B and said Division 7 and 8, a distance of 879.94' to the POINT OF BEGINNING and containing 250.8 acres of land.

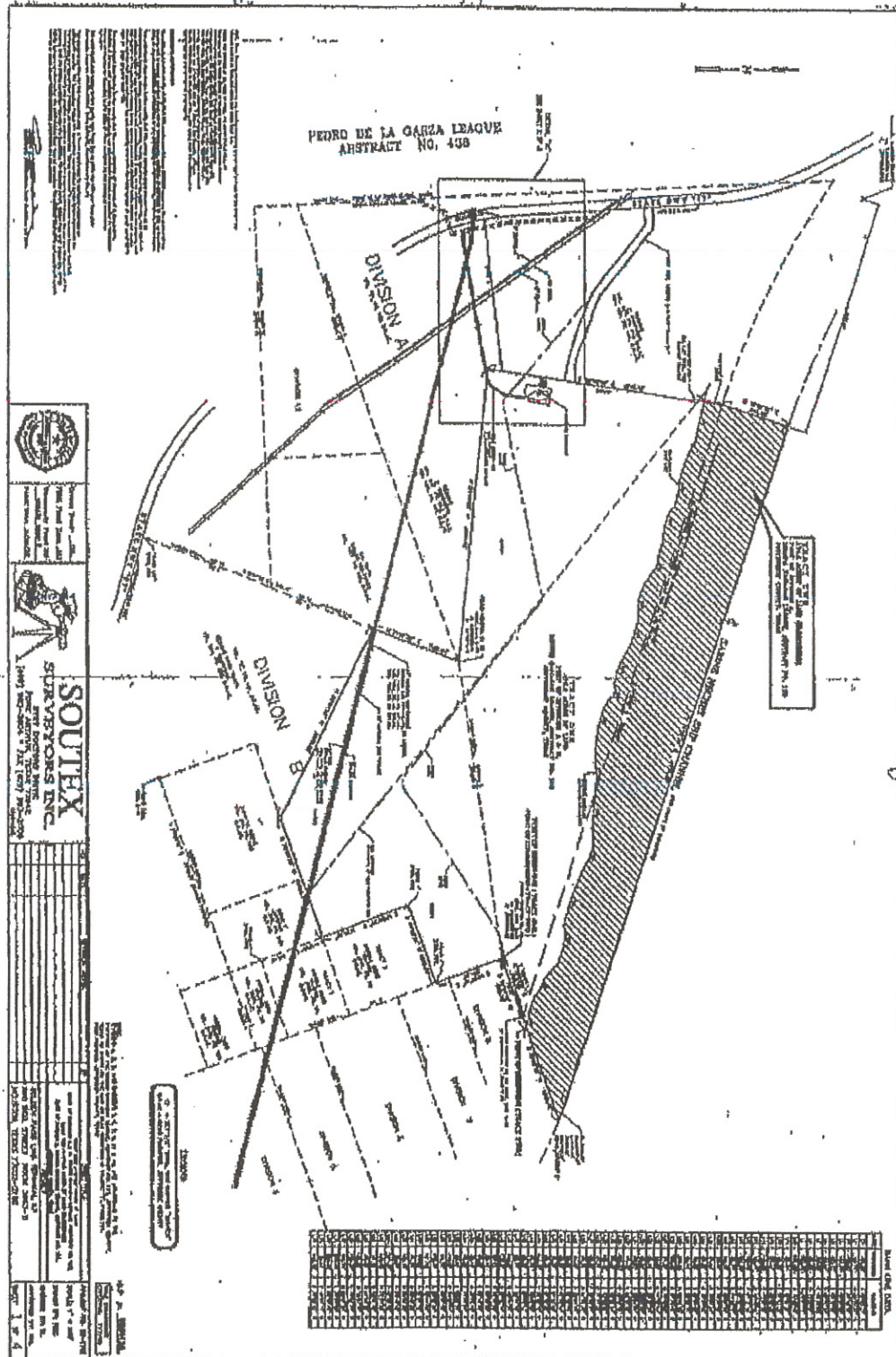
Note: All bearing and distances are based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on February 10, 2004.

ExxonMobil (J.V. Property)  
LS-03-1316



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JEB

*Notice of Meeting and Agenda and Minutes  
March 03, 2014*

**COUNTY COMMISSIONERS:**

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

**Action: TABLED**

10. Consider, possibly approve and receive and file Amended Road Reports of each Jefferson County Commissioner with the County Clerk with a copy in the Grand Jury Room as required by Sec. 251.005, Texas Transportation Code.

**SEE ATTACHMENTS ON PAGES 159 - 163**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

11. Consider, possibly nominate and approve the advisory board for the Jefferson County CERTZ pursuant to Texas Transportation Code Sec 222.1071. The following advisory board members are hereby appointed and they shall serve for a term of two years. (Said board members are to serve without compensation.) Members of the Advisory Board are: Darrell Hall, Tommy Jeffcoat, Robert Dubois, Robyn Deshotel, and James Bowser.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

12. Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 164 - 170**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**AGENDA ITEM****March 3, 2014**

Consider and possibly approve an Order to renew and expand the Golden Pass Reinvestment Zone pursuant to Sec. 312.203, Texas Tax Code.



STATE OF TEXAS                   §         IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON          §         OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE  
PURSUANT TO SEC 312. 203 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2014 on motion made by \_\_\_\_\_, Commissioner of Precinct No \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No \_\_\_\_\_, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to renew the Order establishing the Golden Pass Reinvestment Zone near Sabine Pass, Jefferson County, TX, pursuant to Sec. 312. 203, Tax Code (The Property Redevelopment and Tax Abatement Act) and to reincorporate an area which was previously incorporated in this Zone pursuant to the Reinvestment Zone Order of June 20, 2005. There were two parcels originally incorporated being Tract One, 178.2 acres of land and Tract Two, 25.76 acres of land in the 2005 Order that were omitted when the Commissioners Court expanded the Reinvestment Zone pursuant to Order dated May 1, 2006 and these parcels are necessary for expansion of the Golden Pass LNG facility.

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby renews the designation of the property, (Golden Pass Reinvestment Zone,) further described in the legal description attached hereto as Exhibit "A", to specifically include Tracts One and Two and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area continues to meet the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas and a tax abatement agreement has been executed and currently exists between Golden Pass LNG Terminal LP and Jefferson County

- Section 4. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement
- Section 5. The Commissioners Court finds that renewal of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 6. That this Order shall take effect from and after its passage as the law in such cases provides.

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

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

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

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

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

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



**TRACT ONE**  
**178.2 ACRES OF LAND**  
**PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,**  
**JEFFERSON COUNTY, TEXAS**

300123-000- 123300-00000 -3

A tract of land containing 178.2 acres of land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner of the POINT OF BEGINNING on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Northeast corner of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 54.35' passing a ½" steel rod, capped and marker "SOUTEX", found for reference point; continuing for a total distance of 2674.77' to a ½" steel rod found, capped and marked "SOUTEX", found for corner;

THENCE South 84 deg., 00 min., 00 sec., East, a distance of 2981.70' to a point for corner for the Southeast corner of the herein described tract; from which a Houston Oil Company concrete monument found and identified as G-61 bears South 84 deg., 00 min., 00 sec., East, a distance of 607.90';

THENCE West, a distance of 4724.56' to a ½" steel rod set, capped and marked "SOUTEX" on the Easterly right of way line of a dedicated road named State Highway 87; said 1/2" steel rod being the Southwest corner of the herein described tract;

THENCE on the Easterly right of way line of said State Highway 87, on the arc of a curve to the right having a radius of 2804.79', on arc length of 572.45', a chord bearing of North 10 deg., 04 min., 08 sec., West, a chord distance of 571.46' to a ½" steel rod set, capped, and marked "SOUTEX" for corner;

THENCE North 04 deg., 13 min., 19 sec., West, continuing on the Easterly right of way line of said State Highway 87, a distance of 2612.47' to a ½" steel rod set, capped, and marked 'SOUTEX' for corner;

THENCE continuing on the Easterly right of way line of said State Highway 87, on the arc of a curve to the left having a radius of 2924.79', an arc length of 739.27', a chord bearing of North 11 deg., 25 min., 52 sec., West, a chord distance of 737.30' to a ½" steel rod set, capped and marked 'SOUTEX' for the Northwest corner of the herein described tract;

THENCE South 59 deg., 40 min., 00 sec., East, a distance of 1403.91' to a 1" steel pipe found for corner;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 543.75' passing a ½" steel rod set, capped, and marked "SOUTEX" for reference point; continuing for a total distance of 638.86' to a point for corner on the Southerly bank line of said Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 40 deg., 29 min., 12 sec., East, a distance of 150.04' to a point for corner;

South 50 deg., 38 min., 39 sec., East, a distance of 122.83' to a point for corner;

South 56 deg., 37 min., 20 sec., East, a distance of 332.84' to a point for corner;

South 35 deg., 23 min., 13 sec., East, a distance of 142.19' to a point for corner;

South 50 deg., 13 min., 11 sec., East, a distance of 237.49' to a point for corner;

South 66 deg., 09 min., 57 sec., East, a distance of 356.69' to the POINT OF BEGINNING and containing 178.2 acres of land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP  
LS-05-1004



**TRACT TWO**  
**25.76 ACRES OF LAND ( SUBMERGED )**  
**PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,**  
**JEFFERSON COUNTY, TEXAS**

300123-000-123500-00000-8

A tract of land 25.76 acres of land, being submerged land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point for corner for the POINT OF BEGINNING and being an angle point on the Easterly line of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Southeast corner of the herein described tract;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

North 66 deg., 09 min., 57 sec., West, a distance of 356.69' to a point of corner;

North 50 deg., 13 min., 11 sec., West, a distance of 237.49' to a point for corner;

North 35 deg., 23 min., 13 sec., West, a distance of 142.19' to a point for corner;

North 56 deg., 37 min., 20 sec., West, a distance of 332.84' to a point for corner;

North 50 deg., 38 min., 39 sec., West, a distance of 122.83' to a point for corner;

North 40 deg., 29 min., 12 sec., West, a distance of 150.04' to a point for corner for the Southwest corner of the herein described tract;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 762.62' to a point for corner on the called centerline of said Sabine Neches Ship Channel; said point for corner being the Northwest corner of the herein described tract;

THENCE on the called centerline of said Sabine Neches Ship Channel, on the arc of a curve to the left having a radius of 9573.41' on arc length of 944.77', a chord bearing of South 68 deg., 28 min., 54 sec., East, a chord distance of 944.38' to a point for corner;

THENCE South 71 deg., 30 min., 39 sec., East, continuing on the centerline of said Sabine Neches Ship Channel, a distance of 141.95' to a point for corner for the Northeast corner of the herein described tract;

THENCE South 18 deg., 29 min., 21 sec., West, a distance of 843.99' to the POINT OF BEGINNING and containing 25.76 acres of land, being submerged land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP  
LS-05-1004A

**EXHIBIT D – “List of HUB/ DBE Companies”**



### Minority Business Directory

\* Indicates certification as a HUB/DBE has been obtained

#### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theannngroup.com](mailto:sclark@theannngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

### **Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
 Bab's Carpet  
 4940 Highland Ave.  
 Beaumont, TX 77705  
 Tel: 409-833-7484  
 Fax: 409-790-4218

Delores Fruge  
 Power Stretch Carpet  
 502 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Home: 409-832-8626  
 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
 4515 Ironton  
 Beaumont, TX 77703  
 Home: 409-833-5011  
 Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
 601 Woodworth  
 Port Arthur, TX 77642  
 Tel1: 409-982-3528  
 Tel2: 409-982-3529

David Leaven / Marcus Frank  
 F & L Computer Solutions  
 P.O. Box 328-A  
 Winnie, TX 77665  
 Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
 Five Star Business Solutions  
 Tel: 409-466-6038

**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise  
Wise Barricades  
Tel: 409-835-5113



Eddie Senigaur  
Senigaur Home Builder & General Contractor  
3196 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-5220  
Fax: 409-842-2983

Jerry Ball- VP  
EnviroTech Services LLC  
Southeast Texas Division  
3024 Commerce St.  
Port Arthur, TX 77642  
Tel: 409-790-5910  
Toll Free: 800-286-3695  
Email: [jerry.ball@osfinc.net](mailto:jerry.ball@osfinc.net)

\*Joshua Allen  
J. Allen contractors, Inc.  
Tel: 409-833-8947  
Email: [office@jallenmgmt.com](mailto:office@jallenmgmt.com)

Lloyd Broussard  
EnviroTech Services, LLC  
4002 Caroline Street  
Houston, TX 77004  
Tel: 713-551-6671

Ernestine Wade  
Gulf Coast Industrial Contractors, Inc.  
Tel: 409-842-1522

Joe Wheaton  
Joe Wheaton Construction Co.

Johnny Casmore  
Builders, Inc.  
7295 Ellen Lane  
Beaumont, TX 77708  
Tel: 409-892-2223  
Fax: 409-466-1251

Joseph D. Deshotel  
DEZ-TEX Construction, Inc.  
Tel: 409-842-4844

\*Kenny Timms  
KT Maintenance  
Tel: 409-982-9952  
Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)

Mr. Vories Lornette, Sr.  
Faith Construction  
Tel: 409-794-2615

Mr. Matt Hopson  
Southeast TX Community Development  
1460 Gladys  
Beaumont, TX 77701  
Tel: 409-835-7527  
Fax: 409-835-1680  
Email: [mhopson@setcdc.org](mailto:mhopson@setcdc.org)

Mrs. Antoinette J. Hardy  
Beaumont Community Development  
505 E. Florida  
Beaumont, TX 77705  
Tel: 409-813-2158  
Fax: 409-813-2165  
Email: [ahardy1969@yahoo.com](mailto:ahardy1969@yahoo.com)

Ms. Mary Randall  
J&M construction  
Tel: 409-842-0967

Naomi Lawrence-Lee  
CNB Development Group  
Tel: 409-767-8037  
Email: [nlee@cnbhomes.com](mailto:nlee@cnbhomes.com)

Ories Holmes  
Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: [ray@rammep.com](mailto:ray@rammep.com)

Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
 Richard Tel: 281-895-7773  
 Bruce Tel: 409-454-6356  
 Fax: 409-835-6775

\*Roosevelt Petry  
 GP Industrial Contractors, Inc.  
 rpetry@gpic2000.com  
 Port Arthur, TX 77640  
 Tel: 281-850-8889

Steve Andrus  
 Andrus Construction  
 Beaumont, TX 77703  
 Home: 409-835-4397  
 Work: 409-835-8629  
 Cell: 409-466-1860

William Kenebrew, Sr.  
 Kenebrew Masonary  
 Tel: 409-866-3310

### **Commodities**

\*Loma George  
 LG Supplies  
 9545 Riggs Street  
 Beaumont, TX 77707  
 lomageorge@att.net  
 Tel: 409-782-4086

### **Copy Services**

Jeanette Rideau  
 Reliable Copy Service  
 2498 Washington Blvd -B  
 Beaumont, TX 77705  
 Tel: 409-835-1218  
 Fax: 409-838-0064  
 Email: [jeanetteRCS@sbcglobal.net](mailto:jeanetteRCS@sbcglobal.net)

**Council**

Beverly L. Hatcher- President  
 Golden Triangle Minority Council, Inc.  
 P.O. Box 21664  
 Beaumont, TX 77720-1664  
 Tel: 409-962-8530  
 Fax: 409-898-8077  
 Email: [gtmhc@ih2000.net](mailto:gtmhc@ih2000.net)  
 Website: [www.gtmhc.com](http://www.gtmhc.com)

**Electrical/ Mechanical Contractors**

Calvin Walker  
 Walker's Electric Company  
 2916 Magnolia Street  
 Beaumont, TX 77703  
 Tel: 409-212-9244  
 Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
 GJETCO  
 P.O. Box 22735  
 Beaumont, TX 77720  
 Tel: 409-866-3829  
 Fax: 409-866-6962

\*Joseph C. Ledet, III  
 Ledet Electrical Services  
 Tel: 409-896-5471  
 Cell: 409-791-1366

Ray Marsh  
 RAM Electrical & Mechanical Contractors  
 3467 Elinor  
 Beaumont, TX 77705  
 Cell: 214-597-0541  
 Fax: 972-539-2422  
 Email: [ray@ram4mep.com](mailto:ray@ram4mep.com)

**Employment Services**

Imogene Chargois  
 Texas Workforce Centers of Southeast Texas  
 304 Pearl Street  
 Beaumont, TX 77701  
 Tel: 409-839-8045  
 Fax: 409-835-0774  
 Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
 Silva Employment Network  
 2901 Turtle Creek Drive, Suite 205  
 Port Arthur, TX 77642  
 Tel: 409-727-4024  
 Fax: 409-727-4094  
 Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

**Energy**

Syed Mohiuddin  
 Apex Petroleum & Energy Xpress, LLC  
 The Apex Plaza  
 9100 SW Freeway, Suite 201  
 Houston, TX 77074  
 Tel: 713-541-2755  
 Fax: 713-541-5535  
 Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

**Engineers**

\*Andy Chica  
 Chica & Associates Inc.  
 595 Orleans, Suite 508  
 Beaumont, TX 77701  
 Tel: 409-833-4343

Sina K. Nejad, P.E.  
 Sigma Engineers, Inc.  
 4099 Calder Avenue  
 Beaumont, TX 77706  
 Tel: 409-898-1001  
 Fax: 409-898-3420  
 Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)



**Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
 6001 Savoy, Suite 204  
 Houston, TX 77035  
 Tel: 713-218-8647  
 Fax: 713-218-8649  
 Email: [bnelson@legaceeenvironmental.com](mailto:bnelson@legaceeenvironmental.com)

**Florists- Retail**

Mr. Walter McCloney  
 McCloney Florist  
 2690 Park St  
 Beaumont, TX 77701  
 Tel: 409-838-6861  
 Fax: 409-838-0085  
 Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

**Home Repair & Maintenance**

Clinton Ford  
 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

**Industrial Consultant**

B.D. Belvin and Assoc.  
 Consulting Business Development  
 9692 Westhiemer Rd., Suite 83  
 Houston, TX 77063  
 Tel: 512-789-8178  
 Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
 Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
 Home Sweet Home Enterprise, Inc.  
 5212 Culpepper PL  
 Wesley Chapel, FL 33544  
 Tel: 813-907-9499  
 Cell: 813-503-8896  
 Fax: 813-994-9557  
 Email: [glennjwalters@aol.com](mailto:glennjwalters@aol.com)

**Insurance**

Bobby L. Holmes  
 Farmers Insurance Group  
 1120 Woodworth Blvd.  
 Port Arthur, TX 77640  
 Tel: 409-982-1200  
 Fax: 409-982-1300  
 Email: [bholmes@farmeragent.com](mailto:bholmes@farmeragent.com)

Byron Lewis  
 LRC Insurance, Inc.  
 190 S. Dowlen Road  
 Beaumont, TX 77707  
 Tel: 409-866-7073  
 Cell: 409-466-3664  
 Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
 Farmers Insurance Group  
 3355 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-8300  
 Home: 409-866-8412  
 Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
 A & M Marketing  
 595 Orleans, Suite 1128  
 Beaumont, TX 77701  
 Tel: 409-466-2533  
 Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)  
 Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
 Insurance Medical Services, Inc.  
 8100 Lemon Tree Court  
 Port Arthur, TX  
 Tel & Fax: 409-722-0077  
 Cell: 409-289-0945

Mark A. Williams  
 Protectors Insurance & Financial Services  
 2600 South Loop West, Suite 520  
 Houston, TX 77054  
 Tel: 832-347-6080  
 Fax: 713-660-9977

Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
Farmers Insurance Co.  
3355 Washington Blvd.  
P.O. Box 22897  
Beaumont, TX 77720  
Tel: 409-842-8300  
Fax: 409-842-8304  
Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
Frank and Cooper, Inc.  
125 IH 10 North Street, Suite 410  
Beaumont, TX 77707  
Tel: 409-284-5341  
Cell: 409-939-0247

Thelma Jefferson  
Discount Medical & Dental  
5125 Folsom  
Beaumont, TX 77706  
Tel1: 409-899-9194  
Tel2: 409-4661822  
Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
EdwardJones  
4414 Dowlen Road, Suite 102  
Beaumont, TX 77706  
Tel1: 409-896-5852  
Toll Free1: 888-368-2620  
Toll Free2: 888-898-7188  
Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
B & A Lawn Care Service  
P.O. Box 22855  
Tel1: 409-866-9399  
Tel2: 409-651-9955  
Tel3: 409-651-9954

\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

### **Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
P.O. Box 20477  
Beaumont, TX 77720  
Tel: 409-883-9997  
Fax: 409-883-4208  
Cell: 409-299-0053  
Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

### **Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
Tel: 409-982-9952  
Fax: 409-982-4851  
Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

### **Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
 Area Impressions Caps & T's  
 Tel: 409-833-4561  
 Email: bprados@swbell.net

### **Office Supply**

Howard Giron  
 Select Business Products  
 P.O. Box 22741  
 Beaumont, TX 77720  
 Tel: 409-866-3224  
 Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
 Moore Superior Pest Control, Inc.  
 Tel: 409-899-1799

### **Photography**

Harold's Photography  
 2705 S. Fourth St  
 Beaumont, TX 77705  
 Tel: 409-794-5376  
 Fax: 409-842-4143  
 Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
 Photographer & Videographer  
 2906 Roberts St.  
 Beaumont, TX 77701  
 Tel: 409-842-3903

Sonny Perkins  
 Sonny's Video  
 2290 Morrison  
 Beaumont, TX 77701  
 Tel: 409-832-9380

### **Plumbing**

A.J.  
 Martha's Sewage and Drainage Service  
 2370 Columbia Street



Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
KFDM 6 & WB 10 KWBB  
P.O. Box 7128  
Beaumont, TX 77726-7128  
Tel: 409-895-4661  
Fax: 409-892-7305  
Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs  
Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
Tel: 409-832-3494  
Fax: 409-832-6171

Jesse Samuels, Sr.  
Cumulus  
755 S. 11<sup>th</sup> Street, Suite 102  
Beaumont, TX 77701  
Tel: 409-833-9421  
Fax: 409-833-9296  
Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222

Mr. A. B. Bernard  
BGI Enterprise  
PO Box 22077  
Beaumont, TX 77720-2077  
Tel: 409-833-0303  
Fax: 409-833-0744

Ms. Vicke Frank  
KZZB Radio

2531 Calder Ave.  
 Beaumont, TX 77702  
 Tel: 409-833-0990  
 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website: [www.cush.com](http://www.cush.com)

#### **Purchasing/ Procurement**

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

#### **Real Estate**

Dr. Kevin Moulton  
 Synergy International Realty  
 2955 Laurel St.  
 Beaumont, TX 77702  
 Tel: 409-835-1111  
 Fax: 409-866-5463  
 Email: [drvinnie@sbcglobal.net](mailto:drvinnie@sbcglobal.net)

Kim Fenner  
 ERA Team REALTORS  
 2396 Eastex Freeway  
 Beaumont, TX 77703  
 Tel: 409-898-0701  
 Fax: 409-898-8591  
 Cell: 409-893-0735  
 Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
 Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
 G-Team Real Estate  
 3229 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-832-2500  
 Fax: 409-832-2515  
 Email: [phgibbs@sbcglobal.net](mailto:phgibbs@sbcglobal.net)

Mrs. Dee Richard Chavis  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
 Five Brothers Investments  
 6140 W. Windemere Dr.  
 Beaumont, TX 77713  
 Tel: 409-898-4100  
 Cell: 409-201-0777  
 Fax: 409-898-4090  
 Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
 Insurance- Real Estate- Construction  
 2875 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-3444  
 Fax: 409-842-9770  
 Cell: 409-338-1365  
 Email: [kyles@aol.com](mailto:kyles@aol.com)

**Restaurants**

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
 Dairy Queen  
 3755 College St.  
 Beaumont, TX 77701  
 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470  
 Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

**Roofing**

John & Lawrence  
 Norman & Norman Roofing  
 Beaumont, TX  
 John Tel: 409-454-8586  
 Lawrence Tel: 409-838-4266

**Sanitary Supply**

Armstead Price, Owner  
 MVP Janitorial Inc.  
 5430 Concord Road, Suite A  
 P.O. Box 22961-2961  
 Beaumont, Tx 77720  
 Tel: 409-347-4100  
 Cell: 409-454-5100

\*S and S – Enterprises  
 PO Box 1983  
 Beaumont, TX 77704  
 Tel: 409-842-0594  
 Fax: 409-842-0594  
 Pager: 409-726-3624

The Invisible Armor  
 Tammy Powell  
 P.O. Box 22492  
 Beaumont, TX 77720  
 Tel: 409-840-9801  
 Fax: 409-840-9815  
 Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
 AAA Trophy Shop & Etc.  
 4570 Highland Ave  
 Beaumont, TX 77705  
 Tel: 409-651-6050  
 Fax: 409-842-6473  
 Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard  
 J&J Trucking  
 Tel: 409-833-3026

Erwin Charles  
 Charles Trucking  
 Tel: 409-835-5805

Delisa Bean  
 Dawn Express  
 2005 Broadway, Suite 113  
 Beaumont, TX 77702  
 Tel: 409-212-8222

Frank Patillo  
 Frank Patillo Trucking  
 Tel: 409-833-0804

Gerald Castille  
 G&S Trucking & Mowing  
 Tel: 409-832-8347

Chris Gobert  
 Gobert Trucking Company  
 Tel: 409-838-5079

Jerry P. Bernard



Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**Exhibit E (SCHEDULE I)**  
**“Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1.	2018	100%
2.	2019	100%
3.	2020	100%
4.	2021	100%
5.	2022	100%
6.	2023	100%
7.	2024	100%
8.	2025	100%
9.	2026	100%
10.	2027	100%

# EXHIBIT F

## (Reporting Template)









**AGENDA ITEM****June 1, 2015**

Consider, possibly approve and authorize the County Judge to execute, receive and file a Master Agreement and AT&T Switched Ethernet Service Pricing Schedule between Jefferson County and AT&T Corp and AT&T ILEC Service, respectively, to update MIS Ethernet bandwidth.

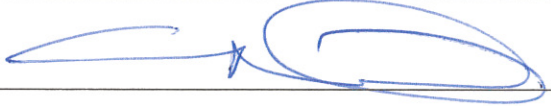


## MASTER AGREEMENT

Customer	AT&T
Jefferson County Street Address: 1149 Pearl Street, 7 <sup>th</sup> Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6 <sup>th</sup> Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA Telephone: 2819880442 Fax: Email: jferrara@co.jefferson.tx.us	Street Address: Natasha Pratt City: 6500 West Loop South, Zone 3.1 State/Province: TEXAS Zip Code: 77401 Country: USA  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: 
Name:	Name: <b>GABRIELA RATULOWSKI</b> <b>Contract Management</b>
Title:	Title:
Date:	Date: 5/20/15 1-360MTSQ



## 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

## 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

## 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.



3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

#### 4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.



#### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

### 5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

### 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

#### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
  - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.



- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

**6.2 Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**6.3 Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

**6.4 Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

**6.5 Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

**7.1 AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

**7.2 Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

**7.3 Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

**7.4 Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

**7.5** AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.



## 8. SUSPENSION AND TERMINATION

**8.1 Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

**8.2 Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

### 8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

### 8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,



not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

## 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

### 10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.



10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.





**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (ILEC Intrastate)**  
**Pricing Schedule Provided Pursuant to Custom Terms**

AT&T MA Reference No. \_\_\_\_\_

AT&T PS Reference No. T3YKXB

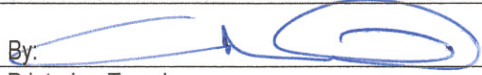
<b>Customer</b>	<b>AT&amp;T</b>
Jefferson County Street Address: 1149 Pearl Street; 7 <sup>th</sup> Floor City: Beaumont State/Province: TX Zip Code: 77701 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6 <sup>th</sup> Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA Telephone: 409-835-8675 Fax: Email: jferrara@co.jefferson.tx.us Customer Account Number or Master Account Number:	Name: Natasha Pratt Street Address: 6500 West Loop South, 5.3 City: Bellaire State/Province: TEXAS Zip Code: 77401 Country: USA Telephone: 7135678508 Fax: 7135678450 Email: nl5132@att.com Sales/Branch Manager: SCVP Name: Scherer Sales Strata: GEM Sales Region: SW <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

**This Pricing Schedule shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Pricing Schedule, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.**

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By: _____	By: 
Printed or Typed Name: _____	Printed or Typed Name: <b>GABRIELA RATULOWSKI</b> <b>Contract Management</b>
Title: _____	Title: _____
Date: _____	Date: <b>5/20/15</b>

**For AT&T internal use only:**

Contract Ordering and Billing Number (CNUM):

**136P4RX**

Please sign by March 31, 2015.

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (ILEC Intrastate)**  
**Pricing Schedule Provided Pursuant to Custom Terms**

**1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

<b>Service</b>	AT&T Switched Ethernet Service <sup>SM</sup>	
<b>Service Provider</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location (URL)</b>
AT&T Texas	AT&T Texas Service Publications, including Access Service Tariff, Section 20	<a href="http://cpr.att.com/pdf/tx/tx.htm">http://cpr.att.com/pdf/tx/tx.htm</a>

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	60 months
<b>Start Date of Minimum Payment Period, per Service Component</b>	Later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Pricing following the end of Minimum Payment Period</b>	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

\* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

**4. ADDS; MOVES; and UPGRADES****4.1 Adds**

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

**4.2 Moves**

Per applicable Service Publication

**4.3 Upgrades**

- 4.3.1** Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.



Please sign by March 31, 2015.

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (ILEC Intrastate)  
Pricing Schedule Provided Pursuant to Custom Terms**

**4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS\***

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	55% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

**5. WAIVERS**

**Waived Charges**

Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

**6. RATES and CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION**

See Attachment A.

Please sign by March 31, 2015.

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (ILEC Intrastate)**  
**Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT A – Texas**  
**RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION**  
Jefferson County

**A-1 Rates and Charges; Initial Quantities**

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / EYQEX	4	-	\$ 258.75	\$ 1,035.00	\$ 1,925.00	\$ 0.00	\$ 0.00
Customer Port Connection - 1 Gig / Basic / EYQFX	1	-	\$ 382.50	\$ 382.50	\$ 2,100.00	\$ 0.00	\$ 0.00
20Mb CIR / RealTime - Basic Only / R6EDX	4	-	\$ 531.00	\$ 2,124.00	\$ 150.00	\$ 0.00	\$ 0.00
250Mb CIR / RealTime - Basic Only / R6EQX	1	-	\$ 954.00	\$ 954.00	\$ 150.00	\$ 0.00	\$ 0.00
<b>TOTAL billed MRR and NRC for Service Components and Quantities listed above:</b>				<b>\$ 4,495.50</b>			<b>\$ 0.00</b>

\*Any difference between the standard NRC and the billed NRC has been waived.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

**A-2 Minimum Quantity New Commitment**

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

**A-3 Initial New and Existing Sites and Service Configuration**

Pricing available only at the Service Sites specified below.



Please sign by March 31, 2015.

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (ILEC Intrastate)**  
**Pricing Schedule Provided Pursuant to Custom Terms**
**Table 1 - Complete a line for each Customer Port Connection.**

Port ID #	Street Address	City	State	New or Existing Service
1.	1149 PEARL ST	BEAUMONT	TX	New
2.	5030 HWY 69 S	BEAUMONT	TX	New
3.	820 NECHES	BEAUMONT	TX	New
4.	525 LAKESHORE DR	PORT ARTHUR	TX	New
5.	860 4TH ST	PORT ARTHUR	TX	New

**Table 2 – Associated Service Components to Customer Port Connections identified above.**

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1.	1 Gbps Basic	250 Mbps	Real-Time	[Select]
2.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
3.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
4.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
5.	100 Mbps Basic	20 Mbps	Real-Time	[Select]

**Table 3 – Associated Features to Customer Port Connections identified above.**

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1.	[Select]	[Select]	[Select]	[Select]	[Select]
2.	[Select]	[Select]	[Select]	[Select]	[Select]
3.	[Select]	[Select]	[Select]	[Select]	[Select]
4.	[Select]	[Select]	[Select]	[Select]	[Select]
5.	[Select]	[Select]	[Select]	[Select]	[Select]

**End of Document**

**AGENDA ITEM****June 1, 2015**

Receive and file Memorandum of Understanding executed between Jefferson County and the City of Beaumont to ensure delivery of health care and medications during a Health Emergency.

## MEMORANDUM OF UNDERSTANDING

Between

City of Beaumont

And Jefferson County, Texas

This Memorandum of Understanding (MOU) between the City of Beaumont and Jefferson County, Texas witnesses that:

**Whereas**, the City of Beaumont is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

**Whereas** in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

**Whereas** the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

**Whereas** resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

### **A. Definitions:**

- Push Site - During a public health emergency that requires preventive medications be provided to large numbers of people, a **Push Site** is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide it to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
  - RSS Push Site – Receives medications directly from the State RSS warehouse facility.
  - Local Push Site – Picks up medications from a pre-determined site away from the general public. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the local health department.

**B. Use of Facility and staff:**

- As a Local Push Site, Jefferson County, Texas agrees to send designated staff to a pre-determined location that has been agreed to by the City of Beaumont and Jefferson County, Texas, to pick up the SNS materials, supplies, antibiotics, and/or vaccines. Jefferson County, Texas agrees to provide the City of Beaumont with names and identifying information of those staff who are designated to pick up the SNS materials, supplies, antibiotics, and/or vaccines.
- As a Local Push Site, Jefferson County, Texas agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- Jefferson County, Texas agrees to provide the City of Beaumont with the estimated total number of people (adults and children) who will receive preventive medications at Jefferson County, Texas so that an appropriate amount of SNS material may be ordered.
- Jefferson County, Texas agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by the City of Beaumont.
- Jefferson County, Texas agrees to return unopened, unused antibiotics and/or vaccine to the City of Beaumont.
- Jefferson County, Texas agrees to use the Health History forms provided by the City of Beaumont Public Health Department and to submit copies of the completed Health History forms to the City of Beaumont following the public health emergency.
- Jefferson County, Texas agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its population, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the jurisdiction where Jefferson County, Texas is located and further agrees to allow the City of Beaumont to review its plan and/or Standard Operating Guideline.

**C. City of Beaumont:**

- The City of Beaumont agrees to ship preventive medications for Jefferson County, Texas to the pre-designated location where staff of Jefferson County, Texas, a Local Push Site, will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at Jefferson County, Texas.
- The City of Beaumont agrees to provide training on mass dispensing/mass vaccination to Jefferson County, Texas medical or pharmacy personnel and other staff and volunteers, prior to a public health emergency, if the training is requested.



- The City of Beaumont agrees to provide instructions and standing delegation orders to Jefferson County, Texas.
- The City of Beaumont agrees to provide Health History forms to Jefferson County, Texas and to accept completed Health History forms from Jefferson County, Texas following the public health emergency.
- The City of Beaumont agrees to receive unopened, unused antibiotics and/or vaccine from Jefferson County, Texas following the public health emergency.

**D. Contact Information:**

- Jefferson County, Texas agrees to provide the City of Beaumont with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary.
- The City of Beaumont agrees to provide Jefferson County, Texas with the contact information of those who are authorized to notify Jefferson County, Texas in the event of an emergency requiring the use of Jefferson County, Texas as a Push Site.

**E. Confidentiality:** To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).

**F. Duration of Agreement:** The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section H.

**G. Program Review:** A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

**H. Amendments:** This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

**I. Termination of Agreement:** Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

**J. Primary Contacts:** The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

City of Beaumont

Jefferson County, Texas



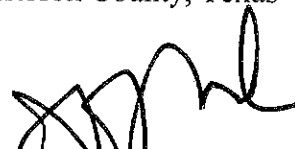

Sherry Ulmer  
Public Health Director  
950 Washington Blvd  
Beaumont, Texas 77705  
(409)832-4000

Dr. A.C. Walkes  
Director, Jefferson County Health Dept.  
1295 Pearl St.  
Beaumont, TX 77701  
409-835-8530

**K. Capacity to Enter into Agreement:** The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

City of Beaumont

Jefferson County, Texas

Kyle Hayes  
City Manager

Jeff R. Brantley  
Title: County Judge

4-23-15

04-13-2015

Date

Date

## PUSH SITE CONTACT INFORMATION



<b>County</b>		Jefferson County
<b>Agency Name</b>		Jefferson County
<b>Street Address</b> (Include the exact location for delivery of material*)		1149 Pearl Street
<b>City &amp; Zip Code</b>		Beaumont, Texas 77701
<b>Contact Name</b>		Greg Fountain
<b>Title / Position</b>		Emergency Management Coordination
<b>Contact Address</b>		11449 Pearl Street Beaumont, Texas 77701
<b>Phone Number</b>		409-284-2664
<b>24/7 Contact Phone Number(s)</b>		409-835-8668 Sheriff's Office Dispatch
<b>Email Address</b>		<a href="mailto:gfontain@co.jefferson.tx.us">gfontain@co.jefferson.tx.us</a>
<b>Alternate Contact Name</b> (Responsible for Ordering)		Dr. Cecil Walkes
<b>Alternate Contact 24/7 Phone Number(s)</b>		(409) 293-8595
<b>Alternate Contact E-mail Address</b>		<a href="mailto:austin@co.jefferson.tx.us">austin@co.jefferson.tx.us</a>
<b>Number of Employees</b>		1,100 X 5 = 5,500

**AGENDA ITEM****June 1, 2015**

Consider and possibly approve a Resolution for the Regional Crime Lab's application for the 2016 New York County District Attorney's Sexual Assault Backlog Elimination Grant. This is a fully funded grant request in the amount of approximately \$800,000 and requires no cash match from the county.





# Resolution

STATE OF TEXAS

§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 1st day of June, 2015, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

## A RESOLUTION AUTHORIZING APPLICATION FOR THE NEW YORK DISTRICT ATTORNEY'S GRANT FUNDING

**WHEREAS**, the County of Jefferson recognizes that the establishment, development, and maintenance of the Jefferson County Regional Crime Laboratory is a vital government purpose and function of the State and its legal and political subdivisions; and,

**WHEREAS**, the Jefferson County Regional Crime Laboratory provides support to the criminal justice system in the Southeast Texas Region through forensic science examination; and,

**WHEREAS**, the County of Jefferson finds it in the best interest of the citizens of Jefferson County, that the New York District Attorney's Grant Funding Project be operated for the 2016 project year; and,

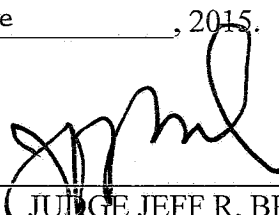
**WHEREAS**, the County of Jefferson agrees to provide matching funds where applicable for the said project as required by the District Attorney's Office of New York grant application; and,

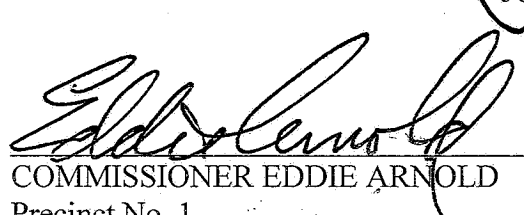
**WHEREAS**, the County of Jefferson agrees that in the event of loss or misuse of the District Attorney's Office of New York funds, the County of Jefferson assures that the funds will be returned to the District Attorney's Office of New York in full, and there is no cash match; and

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


**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County authorizes the submission of application to the District Attorney's Office of New York and, if the project is selected for funding, the County Judge of Jefferson County, with Court approval, is hereby authorized and empowered to execute in the name of the County of Jefferson all necessary applications, contracts, and agreements to implement and carry out the purposes specified in this resolution.

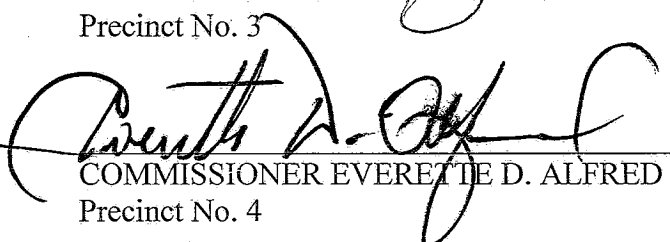
SIGNED this 1st day of June, 2015.

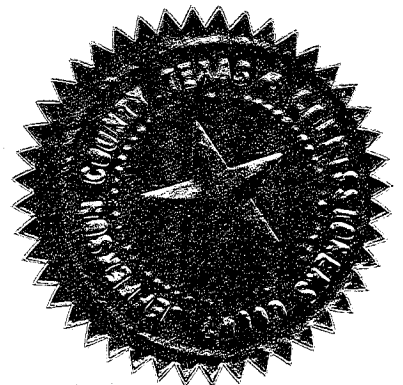
  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

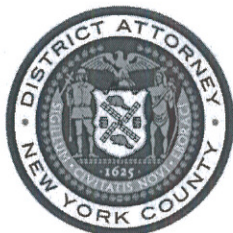
  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

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

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

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





### **The New York County District Attorney's Sexual Assault Kit Backlog Elimination Program**

The New York County District Attorney's Office (DANY) is pleased to announce its Sexual Assault Kit Backlog Elimination Program of up to \$35 million.

**Goal of the RFP:** The goal of this Request for Proposals (RFP) is to promote strategies to permanently eliminate the national sexual assault kit (SAK) backlog. Funding awarded through this program may be used to pay for the cost of testing untested or backlogged SAKs only. Funding may not be used for related costs such as investigating and prosecuting cases, inventorying SAKs, creating data- or information-sharing systems, or onsite training. Applicants will be asked to submit information about the size and scope of their untested SAKs, current state and/or local SAK testing policies, and their willingness to follow SAK testing best practices (prescribed in this RFP).

**Title:** The New York County District Attorney's Sexual Assault Kit Backlog Elimination Program (SAK Program or Program)

**Eligibility:** Applicants are limited to States (including territories), units of local government (including federally-recognized Indian tribal governments as determined by the Secretary of the Interior), law enforcement agencies, prosecutor's offices, and public forensic labs.

**Deadline and How to Apply:** All applications must be submitted through DANY's online grant administration portal <https://app.wizehive.com/apps/whnycda> by June 1, 2015 at 5:00 p.m. EST. Applications may not be submitted in any other way, and no late applications will be accepted.

**Amount and Number of Awards:** Each applicant may request up to \$2,000,000 for a two-year period. As resources allow, additional funding may be available through subsequent solicitations to support additional SAK testing efforts. However, DANY anticipates that applicants may require significantly lesser amounts of funding. All applicants with untested SAKs that meet the requirements of this solicitation are encouraged to apply.

**Informational Webinar:** DANY will host an informational online webinar on April 20, 2015 at 11:00 a.m. EST to provide further information about the SAK Program. Applicants may [register](http://tinyurl.com/qgpbpye) for the webinar at <http://tinyurl.com/qgpbpye>. Applicants are strongly encouraged to participate in the information session. **The deadline for questions regarding the content of this RFP will be May 1, 2015.**

### **Bureau of Justice Assistance Sexual Assault Kit Initiative Grant Program**

The U.S. Department of Justice's Bureau of Justice Assistance (BJA) recently released its [Sexual Assault Kit Initiative solicitation](#). DANY and BJA have partnered to ensure coordination between each agency's respective grant program. However, please note that these efforts are different funding opportunities and interested applicants should apply to both.

Through our partnership, upon request and with applicant permission, BJA will provide to DANY, a list of the respondents that submitted applications under BJA's solicitation to coordinate the selection of grantees and prevent any duplication of services. DANY will maintain the confidentiality of the applicant jurisdictions and all information contained within the application.

As resources allow, BJA will provide appropriate training and technical assistance (TTA) resources to the jurisdictions in receipt of DANY SAK funding. The purpose of this technical assistance will be to provide expert support to DANY grantees as they determine the scope of their untested SAK inventory, create data- and information-sharing systems, and ensure grantees' adherence to evidence-based and best practices for the testing and use of SAK evidence. While every attempt to assist those agencies funded by DANY will be made, the extent of TTA assistance provided by BJA will be resource-dependent and subject to limitations.

Applicants to DANY's SAK Program must include travel expenses in their proposed budget to attend one two-day workshop in Washington, DC in FY 2016 through BJA's training and technical assistance program. The workshop will focus on the elements of a successful project and key issues around DNA and untested SAK evidence.

#### **Partnerships with Private Forensic Labs**

DANY has established agreements with two private forensic labs: Bode Cellmark Forensics and Sorenson Forensics. Jurisdictions are under no obligation to use these services and must follow any applicable procurement rules when contracting with any private lab if selected for funding under the SAK Program. Through these established agreements, grantees of the SAK Program will be eligible to receive a competitive rate for SAK testing of \$550-650 per kit for initial DNA testing. However, applicants may use an accredited lab of their choice, whether that lab is public or private. No preference will be given to applicants based on their choice of lab.

#### **Contact Information**

For any questions regarding this solicitation or technical difficulties with the online submission portal, contact [dnabacklog@dany.nyc.gov](mailto:dnabacklog@dany.nyc.gov).



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## Overview

DNA technology has revolutionized the ability for law enforcement to solve crimes. As that technology has advanced and improved, there has been a sea change in how the country thinks about and treats sexual assault cases. There is now a collective recognition that, when tested, sexual assault kit evidence can identify unknown perpetrators, confirm the presence of known suspects, affirm a victim's account of an attack, connect evidence from an individual crime scene to serial rapists, and exonerate innocent suspects.<sup>1</sup> It is estimated that hundreds of thousands of untested SAKs exist nationwide; however, there is no comprehensive data on the scope of the SAK backlog since few state or local governments track and report such information.<sup>2</sup>

DNA from any one jurisdiction's SAKs may help solve crimes across the country. According to the New York State Division of Criminal Justice Services, 3,121 DNA hits have been generated in New York from the national DNA databank.<sup>3</sup> In cases where a suspect has not yet been identified, biological evidence from the crime scene can be analyzed and compared to offender profiles in DNA databases to help identify the perpetrator. Crime scene evidence can also be linked to other crime scenes through the use of DNA databases to identify serial offenders. Arrests for lower-level crimes in one state might help solve a cold case in another state.

New York City was the first major jurisdiction to make a comprehensive effort to eliminate its SAK backlog.<sup>4</sup> Between 2000 and 2003, New York City sent out approximately 17,000 SAKs for testing, creating a model for other large cities to tackle their own SAK backlogs. Instead of attempting to select specific case types for forensic testing, New York adopted the "forklift method," testing all SAKs in the backlog regardless of the status or facts of the case. The testing of those SAKs resulted in over 2,000 DNA matches and 200 cold case prosecutions citywide, 49 from Manhattan alone.<sup>5</sup> Combined, these offenders are now serving more than 900 years in prison.

Other jurisdictions have made systematic efforts to address their SAK backlogs with similar success. In 2009, for example, the Wayne County (Detroit, MI) Prosecutor's Office discovered more than 11,000 untested SAKs during a tour of an abandoned law enforcement agency's warehouse in Detroit. Wayne County Prosecutor Kym Worthy sought and received funding to test a random sample of 400 of those SAKs, which generated such a significant number of leads that the county was subsequently awarded funds by the U.S. Department of Justice's National Institute of Justice to test an additional 1,600 SAKs. From the initial 2,000-kit sample, there were 670 DNA matches in the national DNA database, including hits linking crimes committed in 26 other states. To date, the Wayne County Prosecutor's Office has identified 188 potential serial rapists, and obtained 15 convictions.<sup>6</sup>

Another recent SAK backlog effort took place in Houston, Texas where federal grant money and supplemental city funding was used to test 6,663 untested SAKs. Testing from this effort resulted in 850 matches in the federal DNA database and the prosecution of 29 offenders.<sup>7</sup>

<sup>1</sup> DuFour Morrow, Mary. Wayne County Prosecutor's Office. *Detroit Rape Kit Initiative*. Detroit, Michigan. Print.

<sup>2</sup> Investments to Reduce the National Rape Kit Backlog and Combat Violence Against Women. (2015, March 16). Retrieved March 20, 2015, from <https://www.whitehouse.gov/the-press-office/2015/03/16/fact-sheet-investments-reduce-national-rape-kit-backlog-and-combat-violence>

<sup>3</sup> The NYS DNA Databank and CODIS. Retrieved March 20, 2015, from <http://www.criminaljustice.ny.gov/forensic/dnabrochure.htm>

<sup>4</sup> Bashford, M., & Knecht, I., (2013, February 13). New York City's Sexual Assault Kit Backlog Project: Lessons Learned [Webinar].

<sup>5</sup> Ibid.

<sup>6</sup> DuFour Morrow, Mary. Wayne County Prosecutor's Office. *Detroit Rape Kit Initiative*. Detroit, Michigan. Print.

<sup>7</sup> Houston. (n.d.). Retrieved March 20, 2015, from <http://www.endthebacklog.org/ending-backlog-government-responses-local/houston>



## Key Definitions

The following definitions shall be used in this RFP:

- *Untested or backlogged sexual assault kits:* “Backlog” and “untested” refer to any SAK connected to a reported sexual assault that has not been tested within 365 days of being booked into law enforcement evidence—regardless of the reason why the SAK was not tested. For example, a SAK that was not tested because the statute of limitations has expired, in cases where identity of the perpetrator is not an issue, or where the offender was convicted without DNA evidence would still be considered backlogged or untested. A tested kit is defined as one that has undergone complete DNA testing by an accredited forensic lab. Only SAKs where the victim did not consent to testing or where evidence exists that no crime was committed (e.g., the victim recants or there is video footage substantiating that no crime was committed) may be excluded from testing.
- *Multi-disciplinary strategy:* A multi-disciplinary strategy incorporates all critical stakeholders, including law enforcement, prosecutors, system and community-based victim advocates, forensic medical personnel and laboratories, and formalizes the process for coordinating local SAK testing efforts. In some jurisdictions, a working group or task force may be established.
- *Forklift approach:* A method that embraces the testing of all untested SAKs irrespective of the type of kit. SAKs should not be excluded from the sample of kits to be tested for reasons including, but not limited to: expired statute of limitations, perceived weaknesses in the case, the nature of the victim/defendant relationship, victim cooperation at the time the crime was reported, previous adjudication of the case, or prior partial forensic testing. Previous backlog elimination efforts have been very effective by employing the forklift approach (see Overview section of this solicitation).
- *Random sample:* A random sample refers to the process of selecting a subset of SAKs in which each kit in the subset has an equal probability of being selected for testing. For example, if a jurisdiction receives funding to test one-fourth of its total backlog, the random sample should include every fourth SAK; if a jurisdiction receives funding to test one-fifth of its total backlog, the sample should include every fifth SAK, and so on.<sup>8</sup> To that end, applicants are not permitted to intentionally select a specific case type for testing (e.g., stranger cases, cases where the victim is perceived as credible). The only exception to this approach involves the testing of cases where the statute of limitations will expire within two years; in these instances, those cases may be prioritized. Note: random sampling does not apply to jurisdictions that are applying to test their full backlog. In this case, all SAKs will be transferred for testing.
- *System-based vs. community-based victim services agencies:* A system-based victim advocate works within a law enforcement agency, such as a police department or prosecutor’s office, links victims to services and acts as a liaison to victims throughout the process of investigating and prosecuting a crime. A community-based victim advocate is usually employed by an independent non-profit agency, and provides ongoing

<sup>8</sup> This model was used in Detroit’s SAK testing efforts. (See DuFour Morrow, Mary. Wayne County Prosecutor’s Office. Detroit Rape Kit Initiative. Detroit, Michigan. Print).

comprehensive support and counseling to victims to address trauma and other needs resulting from a sexual assault, whether or not the victim reports the crime to law enforcement.

- *Combined DNA Index System (CODIS)*: The Federal Bureau of Investigation's national DNA database for uploading DNA profiles contributed by participating federal, state, and local forensic laboratories.
- *Index Crime Statistics*: The Federal Bureau of Investigation's Uniform Crime Report is comprised of seven index crimes: murder and non-negligent manslaughter, forcible rape, robbery, aggravated assault, burglary, larceny (theft), and motor vehicle theft.
- *Lead Applicant*: The organization or agency submitting this application is the Lead Applicant. If selected as a grantee, the Lead Applicant holds responsibility for coordinating the multi-disciplinary strategy, reporting to DANY on a quarterly basis, and liaising with the BJA training and technical assistance provider (if applicable).
- *Multi-jurisdictional entity*: An applicant to this grant program, such as a state lab or state Bureau of Investigation that is the Lead Applicant to this solicitation on behalf of multiple smaller jurisdictions, such as counties or cities.

### Program-Specific Information

The goal of the SAK Program is to provide localities with funding to support efforts to permanently eliminate their SAK backlog, with the ultimate goal of eradicating the national SAK backlog. **Funding awarded through the SAK Program will focus exclusively on the forensic testing of untested or backlogged SAKs. Funding may not be used for related costs such as investigating and prosecuting cases, inventorying SAKs, developing data- or information-sharing systems, or onsite training.**

DANY recognizes that many applicants may not currently have a complete inventory of untested SAKs. All qualified jurisdictions are encouraged to apply for funding, even if the total scope of the backlog or other pieces of information requested within this solicitation remain unknown. Successful grantees will be required to track and report on the scope and size of their untested SAKs throughout the grant process.

DANY has identified several best practices critical to a successful SAK testing effort, to which adherence will be required as a part of the SAK Program. These best practices include:

- A multi-disciplinary strategy that coordinates law enforcement agencies, prosecutor's offices, system- and community-based victim advocates, forensic medical personnel and public laboratories. Jurisdictions such as Detroit and Houston have established processes to engage key stakeholders in their SAK backlog elimination efforts.<sup>9</sup> In these jurisdictions, this coordinated strategy took the form of a multi-disciplinary team or task force.
- The adoption of the "forklift approach." The forklift approach is a method that embraces the testing of all untested SAKs irrespective of the type of kit. The forklift approach has

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<sup>9</sup> Harvard Kennedy School Webinar: Taking on the Challenge of Unsubmitted Sexual Assault Kits, October 31, 2014.



proven effective in New York City, Detroit and Houston. Only in cases where the victim did not consent to testing or where evidence exists that no crime was committed may the SAK be excluded from testing.

- A commitment to entering all eligible DNA profiles into the Combined DNA Index System ("CODIS") within a reasonable timeframe.
- A commitment to prosecuting and investigating any CODIS hits that result from testing, including a simultaneous process for notifying law enforcement agencies and prosecutors.
- A coordinated strategy to notify and engage victims following a CODIS hit.
- Participation in data collection in order to track the outcomes of the SAK Program.



## What an Application Should Include:

This section describes what should be included in an application. Failure to submit an application that contains all of the specified elements may negatively affect the review of the application.

### 1. Program Narrative

The program narrative is a clear, concise narrative in paragraph format that addresses the questions and guidelines outlined below. DANY recognizes that some applicants may not be able to answer all of the questions. Applicants are encouraged to use these questions as a guide for their response.

The program narrative should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins, and should not exceed 15 pages. Pages should be paginated.

#### A. Proposer Information

- i. Describe the function of your agency or organization.
- ii. Provide information about the jurisdiction. Report the population size and index crime statistics, including yearly sexual assaults reported for each year for the past five years.
- iii. Summarize the relevant statutes of limitations for prosecuting sexual assault crimes in your jurisdiction.
- iv. Describe any previous or ongoing efforts to test untested SAKs and investigate any resulting hits.

#### B. Background

- i. Provide information about your jurisdiction's current backlog. Responses should include the number of untested SAKs in your jurisdiction, the number of untested SAKs that you propose will be tested under this grant program, and an explanation of where these SAKs are located (e.g., law enforcement agency storage, public lab, hospital or clinic). If the exact numbers of SAKs is unknown, please provide estimates.
- ii. Describe approximately how long the SAKs have remained untested.
- iii. Does your jurisdiction have an official or unofficial policy or practice around SAK testing (e.g., test every case as it is submitted, test only stranger cases, test only upon law enforcement agencies' request)?
- iv. Approximately how many new SAKs are collected in your jurisdiction each year? Approximately how many of those are tested within one year? On average, how long does it take a sexual assault kit to be tested? Please describe the process.

#### C. Proposed Approach

- i. Describe how you will employ a multi-disciplinary strategy. How will you engage key stakeholders including law enforcement, prosecutors, system and community-based victim advocates, labs and the governing body to ensure accountability, information and data sharing and adherence to a victim-centered approach? If you are a multi-jurisdictional entity such as a state or a county, how will you work with the individual localities within your jurisdiction?
- ii. Describe your jurisdiction's plan to inventory, track and analyze your backlog. Please address the following issues:

- Has your jurisdiction inventoried its untested SAK inventory? If yes, describe the nature of the current SAK backlog inventory. If not, describe the strategy and timeline for conducting an inventory. For multi-jurisdictional applicants only, what steps will be taken to gather inventory information from all localities?
  - How will batches of SAKs be selected for testing? Will a random sampling methodology be employed?
  - Where will SAKs be sent for testing? Please specify if the lab is public or private. If private, has your jurisdiction previously outsourced the testing of SAKs to a private lab? If so, which lab(s) has your jurisdiction used and is there a contract currently in place?
  - How will SAKs be tracked throughout the process of inventorying, transporting, testing, and uploading profiles into CODIS? For example, does a case management system currently exist? If not, will one be established?
- iii. How will law enforcement and prosecutors investigate and prosecute the cases that result from CODIS hits on SAKs tested through the SAK Program? For example, some jurisdictions have formed cold case units that specialize in investigations and prosecutions involving DNA evidence. In addition, describe how law enforcement agencies and prosecutors will be notified in the event of a CODIS hit.
- iv. How will victims be notified in the event of a CODIS hit? What services will be available to victims and how will they be administered?
- v. Describe any potential barriers to success in your jurisdiction and how they will be addressed.

D. Sustainability

What steps will be taken to ensure that a new backlog does not form after the completion of this project?

E. Timeline

Attach a brief, estimated timeline for this project outlining key deliverables of this grant program. Important milestones may include the inventory of SAKs, procurement of lab(s), transfer of first batch of SAKs to lab and each subsequent batch. The length of this project must not exceed two years; however, DANY requires grantees to provide follow-up data in the two years following the grant period.

F. Performance Measures

As part of grantees' performance measurement, all grantees will be required to provide information to DANY on a quarterly basis during the grant period and follow-up data in the two years following the grant period. The Lead Applicant will be responsible for submitting this information to DANY; however, gathering this information may require cross-agency collaboration. Grantees will be expected to report on metrics in the following areas: (i) SAK and CODIS information, (ii) arrests and dispositions based on CODIS hits, (iii) victim notification in the event of a CODIS hit, (iv) victim characteristics, and (v) victim/defendant relationship, in addition to qualitative process measures regarding the overall progress of the project during the reporting period.

**See Appendix A for a sample list of performance measures required under the SAK Program.** Please note that this list is intended as a sample of potential performance measures DANY will require under the SAK Program and subject to change.



- i. Describe your jurisdiction's capacity to track and report on the proposed performance measures for this Program.
- ii. If the Lead Applicant does not hold the data requested of grantees, explain how cross-agency reporting will be coordinated.

## 2. Budget Detail Worksheet and Narrative

Funding awarded through the SAK Program will focus exclusively on the forensic testing of untested SAKs. This includes postage to ship SAKs to a forensic lab, initial DNA testing in a public or private forensic lab, technical review and CODIS profile uploads by a certified lab. Funding may not be used for related costs such as investigating and prosecuting cases, creating data- and information-sharing systems, onsite training, etc. Additionally, funds may not be used to supplant existing resources. If your jurisdiction proposes to use funds from this grant to test untested SAKs through its public lab, funds may *not* be used to supplant existing personnel. Applicants may only use the funds to pay for overtime or contract personnel services over and above the lab's current capacity.

- Budget Detail Worksheet and Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. DANY expects proposed budgets to be complete, cost effective, and allowable within the parameters of this grant program.

Each application must provide an estimate or confirmed number of SAKs requiring forensic DNA testing and the approximate costs for the testing process, to include actual testing costs, and costs associated with review of outsourced lab data (if applicable) and CODIS upload. Additionally, each application should include estimated costs associated with travel for a small delegation to attend a 2-day workshop hosted by BJA in Washington, DC in FY 2016.

## Selection Criteria

- **Program Narrative (90%, divided)**
  - Proposer Information: 10%
  - Background: 10%
  - Proposed Approach: 45%
  - Sustainability: 10%
  - Timeline: 5%
  - Performance Measurement: 10%
- **Budget Detail Worksheet and Narrative (10%)**

## Attachments

Applicants should use appropriately descriptive file names, including the name of the section and the Lead Applicant (e.g., "Program Narrative\_NY County DA," "Budget Detail Worksheet and Narrative\_NY County DA," "Timeline NY\_County DA,") for all attachments.

- Applicants must submit individualized, signed letters of commitment from the agency or agencies that possess untested SAKs, the crime laboratory that provides DNA services to the law enforcement agency, the prosecutor's office, and a community-based victim services organization stating their commitment to the project as presented in the application. Where applicable, letters of commitment must include an explicit commitment from each agency to share relevant data with the Lead Applicant for reporting purposes under the SAK Program.
- Timeline
- Budget worksheet and narrative



### Appendix A: Sample Quarterly Performance Measures

<b>Sexual Assault Kit and CODIS Information</b>	
1.	# of kits inventoried
2.	# of kits tested (overall)
3.	# of kits tested in the past 3 months
4.	# of kits still untested (current backlog)
5.	# of untested kits planned for testing in next 3 months
6.	# of DNA profiles entered into CODIS
7.	# of hits in CODIS
<b>Arrests and Dispositions</b> (Based on cases where SAKs resulted in CODIS eligible profiles only) For each "case" with multiple defendants please count each defendant separately. Also, for defendants with multiple cases, count each case separately. All of the following pertain only to the results of SAKs tested through the DANY SAK Program.	
8.	# of misdemeanor arrests
9.	# of felony arrests
10.	# of misdemeanor cases (based on top screening charge) accepted for prosecution
11.	# of felony cases (based on top screening charge) accepted for prosecution
12.	# of cases (all categories) declined at initial screening
13.	# of cases in which defendant(s) have been indicted (or equivalent)
14.	# of cases dismissed
15.	# of cases resulted in guilty plea convictions
16.	# of cases resulted in trial convictions
17.	# of cases resulted in acquittals
18.	# of exonerations
<b>Charge Description</b> (Based on cases where SAKs resulted in CODIS eligible profiles only) Revise the following categories based on your penal code before including numbers, and include all relevant charge categories.	
19.	# of cases with top screening charge "Rape in the third degree"
20.	# of cases with top screening charge "Rape in the second degree"
21.	# of cases with top screening charge "Rape in the first degree"
22.	# of cases with top screening charge "Criminal sexual act in the third degree"
23.	# of cases with top screening charge "Criminal sexual act in the second degree"
24.	# of cases with top screening charge "Criminal sexual act in the first degree"
25.	# of cases with top screening charge "Aggravated sexual abuse in the third degree"
26.	# of cases with top screening charge "Aggravated sexual abuse in the second degree"
27.	# of cases with top screening charge "Aggravated sexual abuse in the first degree"
<b>Victim Notification</b> (Based on cases where SAKs resulted in CODIS eligible profiles only)	
28.	# of attempted notifications to victims about a hit
29.	# of successful notifications to victims about a hit
30.	# of victims cooperating with investigation/prosecution
<b>Victim Characteristics</b> (Based on cases where SAKs resulted in CODIS eligible profiles only)	
31.	# of female victims
32.	# of male victims
<b>Defendant Characteristics</b> (Based on cases where SAKs resulted in CODIS eligible profiles only)	
33.	# of female defendants
34.	# of male defendants
35.	# of non-Hispanic Black defendants
36.	# of Hispanic defendants (including Hispanic Black and Hispanic White)
37.	# of Asian defendants
38.	# of non-Hispanic White defendants
39.	# of defendants under 18 years of age at the time of arrest
40.	# of defendants with any previous conviction history
41.	# of defendants with previous sexual offense conviction history
42.	# of defendants with previous domestic violence conviction history
<b>Victim-Defendant Relationship</b> (Based on cases where SAKs resulted in CODIS eligible profiles only)	
43.	# of intimate-partner cases
44.	# of acquaintance cases
45.	# of stranger cases

**Appendix B:  
Terms and Conditions**

1. The New York County District Attorney's Office's (DANY) decisions on all applications are final. DANY has complete discretion with respect to all decisions on all applications.
2. No applicant has a cause of action arising out of DANY's decision as to its application.
3. DANY reserves the right to postpone or cancel this RFP, in whole or in part, for any reason and at any time, and reserves the right to reject all applications it receives.
4. Applicants shall not be reimbursed for any costs incurred in connection with their applications.
5. Any applicant may withdraw its application only by submitting a written notice of withdrawal to DANY prior to DANY's communication to the applicant of DANY's decision with respect to the application.
6. New York law shall govern any disputes arising out of this RFP, and New York State Supreme Court located in New York County shall have exclusive jurisdiction over any such disputes.

## **SECTION 6.3**

### **OPERATION OF JEFFERSON COUNTY VEHICLES**

#### **A. Purpose**

This policy is to establish uniform guidelines, regulations and procedures for the appropriate use of all County-owned motor vehicles. Adoption of this policy supplements all other non-conflicting motor vehicle policies of the County.

#### **B. Policy**

1. For this Policy, a “vehicle” is any motorized vehicle, including an automobile, manufactured primarily for use of public streets, roads, and highways.
2. Jefferson County, Texas is sometimes referred to as “County” in this Policy.
3. “County vehicles” includes all vehicles owned by Jefferson County, Texas and all of its agencies and departments.
4. “Highway” means the entire width between property lines of any road, street, thoroughfare, or bridge in this state not privately owned or controlled, when any part thereof is open to the public for vehicular traffic and over which the state has legislative jurisdiction under its policy power.
5. “Operate” means to be in actual physical control of a motor vehicle or motorized equipment upon a highway.
6. The County provides vehicles to departments and specific employees based upon County business necessity.
7. County vehicles are not assigned nor provided to employees as a job perk. County vehicles are provided in order for the County to efficiently carry out its business for the public and in order that County employees can efficiently carry out their assigned duties during their normal work hours or in conjunction with their assigned standby or callout responsibilities.
8. Any trips or stops made in a County vehicle for reasons other than assigned duties should be kept to a minimum. They should be confined to the employee’s normal assigned area of duty or on a route that a conscientious employee would travel between their workplace and their home if they were assigned a vehicle for standby or callout duties.
9. The County will not defend County employees against claims or lawsuits arising out of a County employee’s personal use, or use during a law enforcement approved secondary employment (except when acting under color of law), of a County vehicle.

## Section 6.3 – Continued

10. The County will not defend County employees against claims or lawsuits arising out of a County employee's private or personal use of a County vehicle when such use is determined by the County to be outside the course and scope of the employee's job.
11. County vehicles shall not be used outside of the county, except when used solely for County business, and only upon prior written approval by a department head.
12. County vehicles must be maintained as specified by the Service Center, Precinct Service Center, or Sheriff Department's Operations Manual.
13. At no time will a County vehicle, including those assigned to a specific employee as an authorized "take-home vehicle," be allowed as a commute vehicle from a home located outside of the County to work, or from work to a home outside of the County.
14. County vehicles not being used for County business shall be kept on County premises within the County's auto pool, or the department's auto pool, except when temporarily stored at a work site or sent out for repairs.
15. Anyone assigned the use of a County vehicle must meet the County's current training and certification standards, as well as all other County policies relating to the use of County vehicles. Employees are directed specifically to the County's current drug and alcohol policies (See Section 6.3 C, "Training And Certification of Jefferson County Vehicle Operators," Section 8, "Drug and Alcohol Policy," and Section 8.1, "Drug and Alcohol Policy for Employees Subject to the Department of Transportation Regulations).
16. At no time shall a County vehicle be used for personal entertainment or vacation.
17. County vehicles shall not be operated by non-County employees, except when driven by an authorized driver.
18. County employees are prohibited from operating County vehicles in any manner that would tend to compromise the public's trust in the integrity, honesty and efficiency of Jefferson County. It cannot be overstressed that County vehicles are not provided to officials or employees to be used for private or personal use. The misuse or abuse of the privilege of operating a County vehicle may result in disciplinary action. Continued misuse of County vehicles by a department may result in the removal of the vehicle from the department's inventory, control and/or reduction in that department's budget.
19. County employees are expected to maintain the highest possible ethical and moral standards, and to operate County vehicles within the laws of the State of Texas, and other rules and regulations as may be set forth by Commissioners' Court. Jefferson County expects that all employees will operate County vehicles and conduct themselves in a manner that will reflect positively upon the County.



20. County law enforcement officers may utilize County vehicles during secondary employment only when authorized pursuant to their department's Automobile Policy or the Jefferson County Sheriff's Office Automobile Policy and General Orders regarding use of a County vehicle by all Sheriff's Office personnel if their department does not have a policy regarding use of County vehicles during secondary employment.

### **C. Training and Certification of Jefferson County Vehicle Operators**

1. Risk Acceptability. Any driver who incurs any one of the following violations is not acceptable:
  - Three or more accidents (at fault) in the last three years;
  - One or more Type A violations in the last five years;
  - Two or more Type B violations in the last five years;
  - Any combination of accidents and Type C violations, which equal four or more in the last three years;
2. Violations

Type A Violations (includes all felony offenses even if not listed):

- Negligent homicide arising out of the use of a motor vehicle (gross negligence);
- Driving while intoxicated or under the influence of drugs or alcohol (or any other greater offense involving the use of a motor vehicle while under the influence or intoxicated);
- Using a motor vehicle for the commission of a felony;
- Aggravated assault with a motor vehicle;
- Intoxication assault or intoxication manslaughter involving the use of a motor vehicle.

Type B Violations:

- Operating during a period of suspension or revocation;
- Operating a motor vehicle without owner's authority;
- Hit and run (BI and PD) driving.

## Type C Violations:

- Permitting an unlicensed person to drive;
  - Reckless driving;
  - Speed contest;
  - All other moving violations not listed as Type A or B violations.
3. Eligibility. In order to operate a County motor vehicle on a highway, an employee must be designated by the employing department as a driver and must meet the following standards:
- a. Provide evidence of an appropriate valid Texas driver's license.
  - b. Maintain a satisfactory driving record as evidenced by the Driver Records Division of the Texas Department of Public Safety.
  - c. Fulfillment of the requirements above shall authorize the employee to operate any County vehicle of one-ton carrying capacity or less upon the highways. The Department Head/Elected Official shall determine that the requirements are satisfied.
  - d. To be certified to operate a County motor vehicle in excess of one-ton capacity, the employee must demonstrate proficiency in the operation of the type of vehicle in question. The Department Head/Elected Official shall determine that such proficiency requirements are satisfied.
  - e. A properly certified employee who is involved in an accident in which he is held "at fault" will be required to complete a Defensive Driving Course at their own expense within one month of the accident. Failure to complete the Defensive Driving Course may result in termination of employment. A copy of the certificate of completion should be given to the Department Head/Elected Official and a copy to HR for the personnel file. Habitual or repeated violation of the County policy or the Texas Motor Vehicle Law may result in the suspension or cancellation of driving privileges and disciplinary action up to and including termination.
  - f. While operating a County-owned vehicle, drivers should refrain from using cell phones. If it is necessary to use a cell phone, drivers should position phones where they can easily access them without taking their eyes off the road, take such precautions as hanging up if conditions become hazardous, place calls when the vehicle is not moving or time them to coincide with red lights. Other distractions such as eating, tuning radios, or applying makeup, etc., should also be avoided.

- g. The Department Head/Elected Official shall not permit an employee who is not an approved driver to operate any county motor vehicle under his control.
  - h. If driving is an essential function of an employee's job and the employee's Driver's License is suspended or his/her driving record becomes "unsatisfactory" as defined in the "Risk Acceptability" guidelines on page 1 of this policy, he/she must report this, in writing, to their Department Head/Elected Official and to the Human Resources Director within five days of the occurrence. The employee shall be subject to disciplinary action up to and including termination.
4. Reporting Requirements.
- a. Any employee subject to this policy who is charged with and/or arrested for a moving traffic violation or any greater offense involving the use of a motor vehicle while under the influence of drugs or alcohol or intoxicated, including but not limited to DWI, DUID, Intoxication Assault or Intoxication Manslaughter, must report this, in writing, to their Department Head/Elected Official and to the Human Resources Director within five days of the occurrence.
  - b. Any employee subject to this policy who is convicted of any charges listed in "2" on the preceding page, (including pleas of guilty or nolo contendere) must inform their Department Head/Elected Official and the Human Resources Director, in writing, within five days of such conviction.
  - c. Failure to so inform the County subjects the employee to disciplinary action, up to and including termination of their employment with the County, whenever the information is discovered.
  - d. If an employee is convicted of a DWI and/or DUID, and driving is an essential function of his/her job, his/her employment with Jefferson County will be terminated.

**Special, June 01, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, June 01, 2015