

*Notice of Meeting and Agenda and Minutes*  
*January 03, 2017*

**SPECIAL, 1/3/2017 1:30:00 PM**

BE IT REMEMBERED that on January 03, 2017, 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 Zena Stephens, Sheriff

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

Theresa Goodness, Chief Deputy

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

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**January 03, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **03rd** day of **January 2017** at its regular meeting place in the Commissioners' 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:

Immediately following Commissioners' Court- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person. **Motion by Comm. Weaver, Second by Comm. Sinegal, Action: Approved**

2) Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or contemplated litigation.

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

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

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**PURCHASING:**

1. Consider and approve award for (RFP 16-035/JW), Grant Administration and Management Services for Community Development Block Grant Program - Phase VI to David J. Waxman, Inc. The execution of a contract for this project is contingent upon the County's application request for funding through the Texas Department of Agriculture/Community Development Block Grant Program.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve award for (RFQ 16-036/JW), Engineering Services for Community Development Block Grant Program - Phase VI to either Action Civil Engineers, PLLC or LJA Engineering; as evaluation scoring for this project resulted in a tie between these two firms for the highest score. The execution of a contract for this project is contingent upon the County's application request for funding through the Texas Department of Agriculture/Community Development Block Grant Program.

**Awarded to Action Civil Engineers, PLLC per motion by Commissioner Alfred**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a renewal (IFB 09-161/KJS), Cafeteria Services for the Jefferson County Courthouse with Colin's Kitchen for a second one (1) year renewal from January 20, 2017 to January 19, 2018.

**SEE ATTACHMENTS ON PAGES 12 - 12**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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4. Execute, receive and file a professional services agreement with LJA Engineering, in accordance with (RFQ 16-033/JW), Engineering Services for Community Development Block Grant Program - Phase V, with the total amount for services not to exceed \$49,500.00.

**SEE ATTACHMENTS ON PAGES 13 - 27**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file professional service agreement (PROF 17-001/JW) with Tolunay-Wong Engineers, Inc. for material testing services for Taxiway D Phase III Reconstruction at Jack Brooks Regional Airport; for a total estimated cost of \$18,093.00. This project is funded by FAA Grant #32 and budgeted funds.

**SEE ATTACHMENTS ON PAGES 28 - 33**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve, execute, receive and file professional service agreement (PROF 17-003/JW) with Arceneaux Wilson & Cole, LLC. for project representative services for construction activities for Taxiway D Phase III Reconstruction at Jack Brooks Regional Airport; for a total estimated cost of \$45,000.00. This project is funded by FAA Grant #32 and budgeted funds.

**SEE ATTACHMENTS ON PAGES 34 - 41**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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7. Consider and approve, execute, receive and file Amendment No. 2 for Master Services Agreement with Garver, LLC. for Airport Improvement Program (AIP) work for the Jack Brooks Regional Airport, for a lump sum amount of \$94,600.00 for Taxiway D (Phase 4) Reconstruction –design and bidding; in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport. This is an FAA AIP approved project, funded from FAA Grant #32 and Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 42 - 52**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

8. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 17-002/JW) with e. Sullivan Advertising & Design to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing October 1, 2016 and ending September 30, 2017. Not to exceed \$116,000.00 for Marketing and Promotion of the Airport.

**SEE ATTACHMENTS ON PAGES 53 - 56**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 57 - 58**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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**CONSTABLE PRECINCT 4:**

10. Consider and possibly approve the hiring of Jimmy Arnold Croley as a Deputy Constable with Constable Precinct 4 in accordance with Local Government Code (LGC) 86.011.

**SEE ATTACHMENTS ON PAGES 59 - 59**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

11. Regular County Bills – check #428221 through check #428499 (12/19/2016), check #428500 through #428712 (12/26/2016) and check #428713 through checks #428840 (01/02/2017).

**SEE ATTACHMENTS ON PAGES 60 - 82**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

12. Receive and file executed Certificate for Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds. **See Attached pages 103-152**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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13. Receive and file the Official Oath of Office, pursuant to Texas Government Code Sec. 602.002, for the following elected officials: Eddie Arnold, Commissioner, Precinct 1; Michael Shane Sinegal, Commissioner, Precinct 3; Bryan Werner, Constable, Precinct 4; Robert "Bobby" Adams, Constable, Precinct 7; and Zena Stephens, Sheriff;

**Motion by: Commissioner Weaver** **See attached pages 153-164**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider and possibly approve re-appointment of Mike Doguet as JCESD No. 3 Commissioner and the appointment of Bryan Phelps as a new Commissioner for the place presently occupied by Doug Harvill, with each to serve two-year terms of office beginning on January 1, 2017 and expiring on January 1, 2019; and consider and possibly approve Dr. Roy Morrell, as the appointment as a new Commissioner to fill the place being vacated by Rod Carroll and finish the term for same, which expires on January 1, 2018. (Mr. Douget and Mr. Harvill are appointments of Commissioner Arnold and Mr. Carroll is the appointment of Judge Branick.)

**SEE ATTACHMENTS ON PAGES 83 - 86**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ADDENDUMS**

15. Receive and file The Official Oath of Office, pursuant to Texas Government Code Sec.602.002, for the following Appointed and Elected Officials: Dana A. Baker, Sr, Constable, Precinct 6; Christopher Bates, Constable, Precinct 2; Deborah Clark, Purchasing Agent; Eddie Collins, Constable, Precinct 8; Allison Getz, Tax Assessor- Collector; Earl White, Constable, Precinct 1; and K.W."Ken" Dollinger, Justice of the Peace, Precinct 1, Place 1. **See attached pages 177-193**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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## **RISK MANAGEMENT:**

16. Consider and possibly approve Public Official's Bond renewals for the following elected and appointed officials: Eddie Arnold, Commissioner, Precinct 1; Dana A. Baker, Sr, Constable, Precinct 6; Christopher Bates, Constable, Precinct 2; Deborah Clark, Purchasing Agent; Eddie Collins, Constable, Precinct 8; Allison Getz, Tax Assessor - Collector; Michael Shane Sinegal, Commissioner, Precinct 3; Patrick Swain, County Auditor; and Earl White, Constable, Precinct 1.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

17. Approve, receive and file executed Public Official's Bonds for the following elected officials: Robert Adams, Jr., Constable, Precinct 7; Zena A. Stephens, Sheriff; and Charles Bryan Werner, Constable, Precinct 4. **See attached pages 165-176**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

18. Consider and possibly approve self-insuring any loss covered by the Public Official's Bond, effective January 1, 2017, for K. W. 'Ken' Dollinger, Justice of the Peace, Precinct 1, Place 1.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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**SHERIFF'S DEPARTMENT:**

19. Consider, possibly approve and authorize retired Sheriff and Deputies to purchase the service handgun issued to each as a Peace Officer, for the amount of \$ 250.00 pursuant to Resolution of Commissioners' Court and as authorized by Chapters 614.002, 614.051 and 614.053 of the Texas Government Code. (George Mitchell ' Mitch' Woods) (Timothy W. Smith) (Anthony McMilian)

**SEE ATTACHMENTS ON PAGES 87 - 95**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

20. Consider and possibly adopt a Resolution recognizing Rose M. Mercier for 24 years and 1 month of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishes her well in her retirement.

**SEE ATTACHMENTS ON PAGES 96 - 96**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

21. Receive and file executed extension for the Articles of Agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association. **See attached pages 194-254**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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22. Consider and possibly approve a Resolution recognizing James L. Eiselstein for 27 years and 2 months of dedicated service to the Jefferson County Sheriffs' Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 97 - 97**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

23. Consider and possibly approve a Resolution recognizing Michael D. Pieper for 29 years and 8 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 98 - 98**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

24. Consider and possibly approve a Resolution recognizing Anthony Barker Jr for 8 years and 10 months of dedicated service to the Jefferson County Sheriffs' Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 99 - 99**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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25. Consider, possibly approve and authorize retired Deputy to purchase the service handgun issued to each as a Peace Officer, for the amount of \$ 250.00 pursuant to Resolution of Commissioners' Court and as authorized by Chapters 614.002, 614.051 and 614.053 of the Texas Government Code. (Ronald Hobbs)

**SEE ATTACHMENTS ON PAGES 100 - 102**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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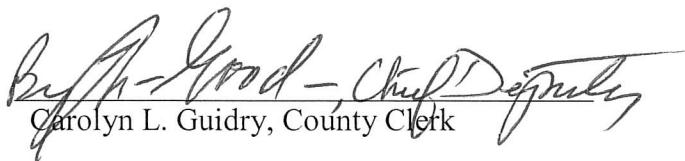
**Jeff R. Branick**  
**County Judge**

**CONTRACT RENEWAL FOR RFP 09-161/KJS  
CAFETERIA SERVICES FOR THE JEFFERSON COUNTY  
COURTHOUSE**

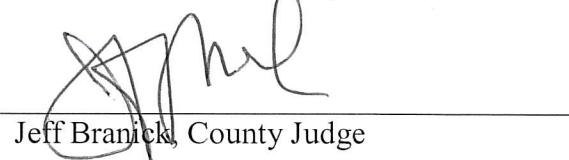
The County entered into a contract with Colin's Kitchen LLC for one (1) year, from January 22, 2015 to January 21, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second option to renew the contract for one (1) additional year from January 20, 2017 to January 19, 2018.

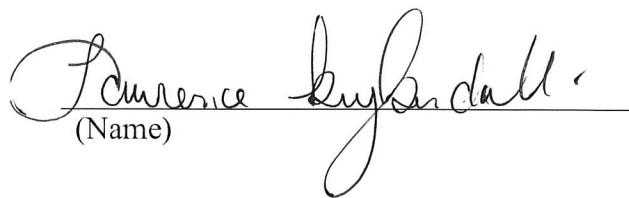
ATTEST:

  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Colin's Kitchen LLC

  
(Name)

PART I  
AGREEMENT

THIS AGREEMENT, entered into this 3rd day of JANUARY 2017, by and between the County of Pine Forest, hereinafter called the "County", acting herein by Jeff Branick, County Judge hereunto duly authorized, and LJA Engineering, Inc., hereinafter called "Firm," acting herein by Toby J. Davis, P.E., Vice President.

WITNESSETH THAT:

WHEREAS, the County of Jefferson desires to implement a TXCDBG Project No. 7216231 "Cheek Community Sewer Improvement Project Phase V", under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage LJA Engineering, Inc. to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number 7216231.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on October 15, 2016. In any event, all of the services required and performed hereunder shall be completed no later than October 14, 2018.

3. Local Program Liaison - For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$49,500. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

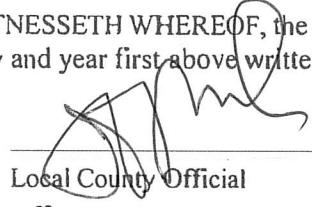
- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:

  
Local County Official

Jeff R. Branick

(Printed Name)

Jefferson County Judge

(Title)

BY:

  
(Firm/Contractor's Authorized Representative)

Toby J. Davis, PE, LJA Engineering

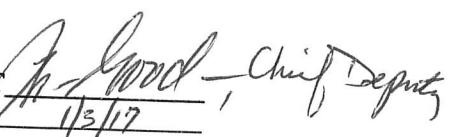
(Printed Name)

Vice President

(Title)



ATTEST  
DATE

  
John Good, Chief Deputy  
13/17

## PART II

### SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

#### SCOPE OF SERVICES

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of execution of this Agreement.
6. Furnish the County copies of the preliminary report, if applicable (additional copies will be furnished to the County at direct cost of reproduction).
7. Furnish the County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).  
Attend bid opening and prepare minutes.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
14. Conduct pre-construction conference and prepare copy of report/minutes.
15. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
16. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
17. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
18. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.

19. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
20. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
21. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
22. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
23. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDA, unless State or local law provides otherwise.
24. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
25. Conduct interim/final inspections.
26. Revise contract drawings to show the work as actually constructed, and furnish the County with a set of "record drawings" plans.
27. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
  - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of

the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.

4. The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

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## **PART III - PAYMENT SCHEDULE**

County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	03J	14A	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by County.	\$5,346.00	\$2,079.00	15%
• Approval of Plans and Specifications by County Agency(ies).	14,256.00	\$5,544.00	40%
• Completion of bid advertisement and contract award.	\$3,564.00	\$1,386.00	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to County.	\$8,910.00	\$3,465.00	25%
• Completion of final inspection and acceptance by the County.	\$3,564.00	\$1,386.00	10%
<b>SubTotal</b>	<b>\$35,640.00</b>	<b>\$13,860.00</b>	<b>100%</b>
<b>Total</b>			<b>\$49,500.00</b>

## SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ N/A
Survey Crew (3 members)	\$ N/A
Project Engineer	\$ N/A
Engineering Technician	\$ N/A
Project Representative	\$ N/A
Draftsman	\$ N/A

The fee for all other Special Services shall not exceed a total of N/A and No/100 Dollars (\$      ). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_\_).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a \_\_\_\_\_ percent (\_\_\_\_%) overhead charge. All fees for testing shall not exceed a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_\_).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

## PART IV

### TERMS AND CONDITIONS

1. **Termination of Agreement for Cause.** If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Firm, and the County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. **Termination for Convenience of the County.**

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. **Changes.** The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear

the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

**12. Conflicts of interest.**

- a. **Governing Body.** No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. **Other Local Public Officials.** No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. **The Firm and Employees.** The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

**13. Debarment and Suspension (Executive Orders 12549 and 12689)**

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Civil Rights Compliance.**

**14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).**

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**PART V**  
**PROJECT TIME SCHEDULE**  
**ENGINEERING/ARCHITECTURAL/SURVEYOR**  
**PROFESSIONAL SERVICES**

1. Completion of Preliminary Engineering	January 30, 2017
2. Completion of Plans and Specifications	April 15, 2017
3. TCEQ Approval of Plans and Specifications	June 30, 2017
4. Completion of Bidding, Contract Award, and Contract Execution	July 15, 017
5. Construction Commences	August 15, 2017
6. Completion of Final Inspection and Acceptance by the Locality and Submittal of Record Drawings	May 15, 2018

December 14, 2016

Honorable Jeff Branick  
 County Judge  
 Jefferson County  
 1149 Pearl Street, 4<sup>th</sup> Floor  
 Beaumont, Texas 77701

Re: Jefferson County CDBG Project No. 7216231  
 RFQ 16-033/JW - Engineering Services for CDBG Program Phase v

Dear Judge Branick:

We are very pleased to be selected to provide the engineering services that Jefferson County will need on its CDBG Grant Project. As on previous projects, we pledge to provide the County with the highest quality of engineering services available.

After careful review of the scope of the project, we propose to perform the required services for a lump sum fee of \$49,500. The engineering cost items are as follows:

Milestone	Act. 03J	Act. 14A	Total
• Approval of Preliminary Engineering Plans and Specifications by County.	\$5,346.00	\$2,079.00	\$7,425.00
• Approval of Plans and Specifications by County Agency(ies).	14,256.00	\$5,544.00	\$19,800.00
• Completion of bid advertisement and contract award.	\$3,564.00	\$1,386.00	\$4,950.00
• Completion of Final Closeout Assessment and submittal of "As Builts" to County.	\$8,910.00	\$3,465.00	\$12,375.00
• Completion of final inspection and acceptance by the County.	\$3,564.00	\$1,386.00	\$4,950.00
<b>Sub Total</b>	<b>\$35,640.00</b>	<b>\$13,860.00</b>	
<b>Total</b>			<b>\$49,500.00</b>

If you have any questions, please feel free to call.

Sincerely,

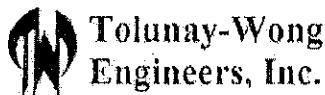
**LJA ENGINEERING**  
Consulting Engineers



Toby J. Davis, P.E.  
Vice President

B857-1001-002

cc: Mr. Randy Blanks, David J. Waxman, Inc.



PROF 17-001/JW

2455 W. Cardinal Drive Suite A  
Beaumont, TX 77705  
Phone: (409) 840-4214  
Fax: (409) 840-4259

August 31, 2016

Mr. Alex Rupp  
Manager  
Jack Brooks Regional Airport  
Jefferson County, TX  
[Arupp@co.Jefferson.tx.us](mailto:Arupp@co.Jefferson.tx.us)

Mr. Tom Dodson, PE  
Garver USA  
Email: [tddodson@garverusa.com](mailto:tddodson@garverusa.com)

Construction Materials Testing Services For:  
Jack Brooks Regional Airport – Taxiway D Phase III Reconstruction project  
Jefferson County Texas  
TWE Proposal No. P16-B231

Sir:

Tolunay-Wong Engineers (TWE) appreciates the opportunity to submit our detailed proposal to provide construction materials testing and inspection services for the above referenced project.

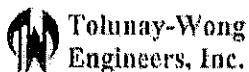
Upon your favorable review, we would appreciate the opportunity to meet with you to discuss the details of our proposal, as well as answer any questions you may have regarding its content. As always, our proposed scope of services and estimated quantities are negotiable as they are based upon information available to us at this time.

We appreciate your consideration for this project. If we may be of immediate assistance, please do not hesitate to contact this office.

Respectfully submitted,

Tolunay-Wong Engineers, Inc.

Liana Collier  
CMT Department Manager  
[lcollier@tweinc.com](mailto:lcollier@tweinc.com)



## A. INTRODUCTION

Tolunay-Wong Engineers (TWE) understands the importance of this project to Jefferson County and the special needs associated with construction of a project of this type. Of particular importance is for the overall project team to be comprised of experienced professionals working together toward a common objective. This objective is to obtain a quality project, meeting the intent of the project specifications, as well as completion on schedule and within budget.

From our Beaumont facility located at 2455 W. Cardinal Drive, we will provide experienced engineering technicians to perform the on-site testing and inspection services. Additionally, we meet the requirements of ASTM E-329 "Standard Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials Used In Construction" and other National Quality Associations regarding qualifications of the testing laboratory.

## B. WORK PLAN

TWE's approach to providing materials testing services is to assign qualified engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines. Our assigned Project Manager will provide communication, service direction, and overall project coordination.

We anticipate providing the majority of the required testing services for this particular project on a "part-time" basis. The anticipated services required on this project are as follows:

- A. In-Place Compaction of existing soil, backfill, lime-stabilized soil and crushed aggregate base material (Nuclear Method)
- B. Cast In-Place Concrete Inspection/Testing

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team you designate. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

## C. SCOPE OF SERVICES

1. In-Place Compaction of existing soil, backfill, lime-stabilized soil and crushed aggregate base material.
  - The technician will obtain samples of existing on-site soil, backfill, lime-treated soil, and crushed aggregate base, then deliver them to our laboratory facility for testing.
  - The technician will perform in-place compaction testing (nuclear method) at the frequency required by the CMP or by Owner's representative to determine the moisture content and density of compaction.
  - Thickness of compacted materials will be verified by coring or other methods approved by Owner's Representative.
2. Cast In-Place Concrete Inspection/Testing
  - The technician will sample the concrete in order to perform standard field tests and prepare test cylinders and/or beams in accordance with project specifications. The frequency of



sampling will also be as directed by the project specifications. Standard field tests include slump, air content and temperature for normal weight concrete and will also include unit weight on all samples of lightweight concrete.

- TWE will cure the test specimens and perform compressive/flexural strength tests at the age designated by project specifications.
- The on-site technician will monitor the concrete temperature, ambient temperature, mixing time, and placement procedures. The technician will also sample concrete at the frequency specified in the project specifications.
- The technician will record detailed information regarding the location of the placement, date of the placement, concrete mixture strength requirement and all other pertinent information.

#### D. COST ESTIMATE & GENERAL NOTES

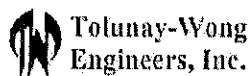
In this section of the proposal you will find our cost estimates and Fee Schedule. Additional services or tests requested and not specifically addressed in Section III of this proposal will be invoiced per the standard fees set forth in our 2016 Fee Schedule.

Based on information provided to us by the CMP, we have established what we believe is a realistic cost estimate for this project. Please remember that the cost stated is only an estimate. Due to factors beyond our control such as weather, unforeseen conditions, subcontractor expertise, subcontractor scheduling, etc., the cost of our services may vary from the estimated amount.

Our cost estimates for the construction materials testing described in our proposed Scope of Services is shown in attached APPENDIX A. All services will be invoiced on a time and materials basis.

A minimum 4-hour labor equivalent charge is applicable for all field testing and inspection services. Overtime rates for field personnel are applicable for all hours worked in excess of 8 hours per day, weekends, and holidays and are assessed at 1.5 times the standard rates. All field hours will be charged portal to portal from our Beaumont laboratory. Engineering consultation and evaluation in connection with any laboratory testing service will be charged at a rate of approximately one hour for each 10 hours of field work performed.

Our prices include copies of the report distributed via e-mail in accordance with your instructions. Direct expenses incurred in connection with the project will be invoiced at cost plus 15% for handling. Our terms are net 30 days upon receipt of invoice. Invoices will be submitted on a monthly basis.

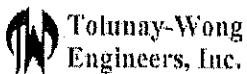


TWE Proposal No: P16-B231  
August 31, 2016

APPENDIX A  
COST ESTIMATES

Item P-152 Excavation and Embankment				
Atterburg Limits, Ea	ASTM D4318	5	\$65.00	\$325.00
Modified Proctor, Ea	ASTM D1557	5	\$175.00	\$875.00
Technician field testing, Hr		40	\$35.00	\$1400.00
Transportation, Trip		10	\$60.00	\$600.00
Sample Pick-Up, Ea		5	\$150.00	\$750.00
Nuclear Density Gauge, day		10	\$50.00	\$500.00
Administrative Assistant, Hr		5	\$50.00	\$250.00
Project Management, Hr		5	\$100.00	\$500.00
	Est Cost Item P-152			\$5200.00

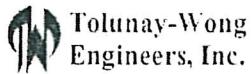
Item P-154 Subbase Course				
Sample Pick-Up, Ea		3	\$150.00	\$450.00
Atterburg Limits, Ea	ASTM D4318	3	\$65.00	\$195.00
Sieve Analysis, Ea	ASTM C 136	3	\$60.00	\$180.00
Particle Size Distribution, Ea	ASTM D422	3	\$110.00	\$330.00
Standard Proctor, Ea	ASTM D698	3	\$165.00	\$495.00
Modified Proctor, Ea	ASTM D1557	3	\$175.00	\$525.00
Technician field testing, Hr		28	\$35.00	\$980.00
Transportation, Trip		7	\$60.00	\$420.00
Nuclear Density Gauge, day		6	\$50.00	\$300.00
Administrative Assistant, Hr		3.5	\$50.00	\$125.00
Project Management, Hr		3.5	\$100.00	\$250.00
• Thickness Check is included in Technician time and Vehicle Trip.				
	Est Cost Item P-154			\$4250.00



TWE Proposal No: P16-8231  
August 31, 2016

Item P-155				
Lime Treated Subgrade				
Lime Series PI Method		2	\$275.00	\$550.00
Standard Proctor	ASTM D698	3	\$165.00	\$495.00
Atterburg Limits, ea	ASTM D4318	3	\$65.00	\$195.00
Technician field testing, Hr		16	\$35.00	\$560.00
Transportation, Trip		4	\$60.00	\$240.00
Nuclear Density Gauge, day		4	\$50.00	\$200.00
Administrative Assistant, Hr		2	\$50.00	\$100.00
Project Management, Hr		2	\$100.00	\$200.00
Thickness Check		1	\$750.00	\$750.00
• Two Technicians, Vehicle, Equipment. For 8 hours on site.				
		Est Cost Item P-155		\$3290.00

Item P-501-Portland Cement Concrete Pavement				
Technician field testing , Hr		32	\$35.00	\$1120.00
Transportation, Trip		4	\$60.00	\$240.00
Flexural Strength Beams		48	\$18.00	\$864.00
Next day sample pick up		4	\$150.00	\$600.00
Core Thickness Check		16	\$10.00	\$160.00
Administrative Assistant, Hr		3	\$ 50.00	\$150.00
Project Management, Hr		3	\$100.00	\$300.00
		Est. Cost Item P-501		\$3434.00



TWE Proposal No: P16-B231  
August 31, 2016

Item P-610 Structural Portland Cement Concrete				
Technician field testing , Hr		16	\$35.00	\$560.00
Compressive Strength Cylinders		8	\$18.00	\$144.00
Transportation, Trip		4	\$60.00	\$240.00
Next day sample pick up		4	\$150.00	\$600.00
Administrative Assistant, Hr		2.5	\$50.00	\$125.00
Project Management, Hr		2.5	\$100.00	\$250.00
	Est. Cost Item P-610			\$1919.00

**TOTAL ESTIMATED COST - \$18,093.00**

ATTEST:

*By: Carolyn L. Guidry - Chief Deputy*  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

*By: Jeff R. Branick*  
Jeff R. Branick, County Judge

Date: JANUARY 3, 2017



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

*January 3, 2017*

THIS IS AN AGREEMENT effective as of January 3, 2017 ("Effective Date") between Jefferson County ("Owner") and Arceneaux Wilson & Cole LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Project Representative Services for Construction Activities at Jack Brooks Regional Airport ("Project").

Engineer's services under this Agreement are generally identified as follows: SEE EXHIBIT A ("Services").

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

**2.02 Basis of Payment—Hourly Rates Plus Reimbursable Expenses**

- A. Owner shall pay Engineer for Services as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
  - 2. Engineer's Standard Hourly Rates are as detailed in EXHIBIT A.
  - 3. The total compensation for Services and reimbursable expenses is estimated to be \$45,000.00.

**2.03 Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

**3.01 Termination**

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

C.

## EXHIBIT A



September 7, 2016

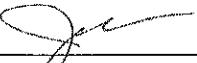
Mr. Alex Rupp  
 Airport Manager  
 Jack Brooks Regional Airport  
 Jerry Ware Terminal  
 6000 Air Line Dr.  
 Beaumont, Texas 77705

**RE: Proposal for Project Representative Services**

Dear Mr. Rupp,

Thank you for inviting our Proposal to provide Project Representative Services for construction activities at Jack Brooks Regional Airport for the fiscal year 2017. Based on our understanding of the upcoming projects we recommend that you budget for 600 man hours of project representative services. The total cost for the man hours recommended is **Forty-Five Thousand Dollars (\$45,000)** or Seventy-Five Dollars (\$75.00) per hour. Please sign this proposal in the space indicated to acknowledge your acceptance of this proposal and return to my office. If you have any questions or require additional information, please feel free to contact me by email [joe.wilson@awceng.com](mailto:joe.wilson@awceng.com) or call me at 409-7724-7888.

Very truly yours,  
 ARCENEAUX WILSON & COLE LLC

  
 Joe M. Wilson, Jr., P.E.  
 President

Accepted:

\_\_\_\_\_  
 Jack Brooks Regional Airport

409.724.7888  
 2901 Turtle Creek Dr., Suite 320  
 Port Arthur, TX 77642  
[awceng.com](http://awceng.com)

Engineering F-16194 Surveying 10194049

# APPENDIX 1



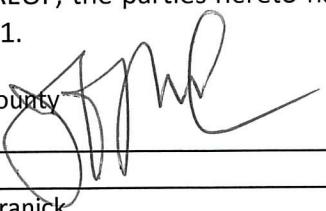
## SCHEDULE OF BILLABLE RATES FOR PROFESSIONAL SERVICES

CLASSIFICATION	RATE
<b><u>ENGINEERING SERVICES</u></b>	
• Principal Engineer	\$225.00 per hour
• Engineering Project Manager	\$200.00 per hour
• Staff Engineer	\$160.00 per hour
• Graduate Engineer, EIT	\$130.00 per hour
• Engineering Intern	\$ 30.00 per hour
<b><u>SURVEYING SERVICES</u></b>	
• Registered Professional Land Surveyor	\$145.00 per hour
• 2-Man Crew	\$165.00 per hour
• 3-Man Crew	\$216.00 per hour
• Survey Coordinator	\$100.00 per hour
<b><u>TECHNICAL SERVICES</u></b>	
• Engineering Technician III	\$100.00 per hour
• Engineering Technician II	\$ 82.00 per hour
• Engineering Technician I	\$ 68.00 per hour
• Resident Field Representative	\$ 80.00 per hour
<b><u>SECRETARIAL/ADMINISTRATIVE SERVICES</u></b>	
	\$ 60.00 per hour
<b><u>IT SUPPORT</u></b>	
	\$ 90.00 per hour
<b><u>NON-LABOR EXPENSES</u></b>	
• Vehicle Travel	IRS standard rate
• Computer Plotting, Reproductions	At Cost
• Subcontracted Services	Cost + 10%
• Materials	Cost + 10%
• GPS Base Station w/One (1) Rover	\$250.00 per day

2016

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Jefferson County

By: 

Print name: Jeff Branick

Title: County Judge

Date Signed: JANUARY 3, 2017

Engineer: Arceneaux Wilson & Cole LLC

By: 

Print name: Joe M. Wilson, Jr.

Title: President

Date Signed: December 20, 2016

Engineer License or Firm's Certificate No. (if required):

F-16194

State of: Texas

Address for Owner's receipt of notices:

1149 Pearl Street  
1<sup>st</sup> Floor  
Beaumont, TX 77701

Address for Engineer's receipt of notices:

2901 Turtle Creek Dr.  
Suite 320  
Port Arthur, TX 77642

ATTEST  
DATE





**AMENDMENT NO. 2  
JACK BROOKS REGIONAL AIRPORT  
Nederland, Texas  
Garver Project No. 16121503**

This AMENDMENT is made by and between the **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the **MASTER AGREEMENT FOR PROFESSIONAL SERVICES** executed on September 19, 2016.

Under this Amendment, the Owner intends to realign Taxiway 'D' between the general aviation ramp (known as the Ware Ramp) to Taxiway 'F'. Project includes removal of existing concrete pavement, cleaning and re-sealing existing portland cement concrete (PCC) joints, replacement of jointed concrete pavement in a new alignment, demolition of obsolete taxiways, installation of new taxiway edge lighting and signs, and installation of new taxiway pavement markings.

GARVER will provide professional services related to these improvements as described herein.

**SECTION 1 - SCOPE OF SERVICES**

The Owner requests that Garver complete a previously prepared preliminary design and carry out bidding services for a project that will rehabilitate this portion of Taxiway D. The scope of work will include the following:

- See scope of services outlined in Appendix A.
- These services include preparation of one (1) design package.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum and hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Final Design	\$51,900.00	LUMP SUM
Bidding Services	\$17,600.00	LUMP SUM
Additional Services	\$25,100.00	HOURLY RATE
<b>TOTAL FEE</b>	<b>\$94,600.00</b>	

The lump sum amount to be paid under this agreement is \$69,500. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.



For hourly rate phases, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER for hourly rate phases under this agreement shall not exceed \$25,100. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with current hourly rates for each employee classification. The rates shown in Appendix B will be increased 6% annually with the first increase effective on or about July 1, 2017. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

The maximum amount to be paid under this agreement is \$94,600.00.

The Owner will pay GARVER on a monthly basis, based upon invoices submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2017.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

**Additional Services (Extra Work).** For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2017.

### SECTION 3 – SCHEDULE

3.1 Unless agreed to otherwise in writing by both the Owner and Garver, the following schedule for deliverables shall apply for this Amendment:

- Final Design (95% complete) Phase documents shall be completed and submitted to the Owner within sixty (60) calendar days from issue of a Notice to Proceed for this phase.
- Bid Package Phase shall be completed within fourteen (14) calendar days from issue of a Notice to Proceed for this phase.
- Bidding of the project will be carried out on a timeline as outlined by the Owner.

### SECTION 4 – APPENDICES AND EXHIBITS

4.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 4.1.1 Appendix A - Scope of Services
- 4.1.2 Appendix B – Fee Summary and Hourly Rate Schedule

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Approval and acceptance of this Amendment, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Amendment signed by the Owner. The effective date of this Amendment shall be the last date written below.

JEFFERSON COUNTY, TEXAS

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

*[Signature]*

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

*Jeff R. Branick*

Printed Name

GARVER, LLC

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

*[Signature]*

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

*Frank McRae*

Printed Name

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

*Jefferson County Judge*

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

*Vice Chairman*

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

*January 3, 2017*

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

*11/10/16*

Attest: \_\_\_\_\_

*[Signature]*

Attest: \_\_\_\_\_

*[Signature]*





## APPENDIX A

### SCOPE OF SERVICES Jack Brooks Regional Airport Jefferson County, Texas

#### 2.1 Final Design

Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Client and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA or Department of Labor as appropriate for incorporation into the specifications for the proposed project.

Garver will submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. Garver will make any additions to respond to comments by the FAA, and when the documents have been approved, Garver will furnish plans to the FAA and to the Client for bidding and coordination purposes.

Garver will also prepare, a Stormwater Pollution Prevention Plan (SWPPP) to be included in the construction documents for meeting TCEQ requirements for stormwater management during construction.

Garver will also provide professional services related to the project, consisting but not limited to conducting tenant meetings, development of maps and graphics to assist the airport in providing notification of the project, and other services as identified by the Client and agreed in writing with Garver on the scope and level of effort needed to carry out the requested task(s).

#### 2.2 Bidding Services

Garver will assist the Client in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conference. The Client will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Client as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Client concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Client in



evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Client in the execution of all contract documents and furnish a sufficient number of executed documents for the Client, Contractor and FAA.

### **2.3 Project Deliverables**

The following will be submitted to the Client, or others as indicated, by Garver:

1. Three copies of the Final Design with opinion of probable construction cost.
2. Three copies of the revised Final Design with opinion of probable construction cost.
3. Three copies of the Final Plans and Specifications for Bidding.
4. Two copies of the Construction Management Plan.
5. Electronic files as requested.

### **2.4 Extra Work**

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Retaining walls or other significant structural design.
5. Street lighting or other electrical design beyond that required for taxiway edge lighting and signage.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

### **2.5 Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule included in Section 3.1 of the Amendment.

## APPENDIX B

### Jack Brooks Regional Airport Taxiway D Ph 4 Reconstruction (2017)

#### FEE SUMMARY

<b>Title I Services</b>	<b>Fee Amount</b>
Final Design	\$51,900.00
Bidding Services	\$17,600.00
Additional Services	\$25,100.00
<b>Total for Title I Services</b>	<b>\$94,600.00</b>

## APPENDIX B

### Jack Brooks Regional Airport Taxiway D Ph 4 Reconstruction (2017)

#### FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-2	E-1	T-1	X-1	X-1
	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>							
Final Plans							
Front end Sheets & Phasing Plan	2			3			
Demolition Plan				2			
Typical Sections				1			
Geometric Plan & Layout Sheets				6			
Profiles				2			
Redesign of the Grading			4	40			
Cross Sections				32			
Joint Plan & Details				2			
Apron Intersection Grading Layouts	2		2	10			
Pavement Marking Plan & Details				3			
Misc. Details				2			
SWPPP Plan & Details				1			
Quantities & Opinion of Probable Construction Cost			2			4	
Develop Final Bid Proposal	1		4				
Develop Final Technical Specifications	1		6			4	
Develop Final Engineer's Opinion of Total Costs	1			4		4	
Develop Front-End Documents	1		4	8		4	
Prepare and Submit Construction Management Plan	1			4			
QC Review	2			4			
Coordination with FAA	2			2			
SWPPP/Coordination with DD7	1			4			
Stakeholder Phasing Work Sessions (2)	24			30			
Conduct Review Meeting of Final Plans, Specs, Estimates	8			10			
<b>Subtotal - Civil Engineering</b>	<b>46</b>	<b>0</b>	<b>22</b>	<b>170</b>	<b>0</b>	<b>16</b>	<b>0</b>
<b>2. Electrical Engineering</b>							
Address Airport and FAA Comments		2			4		
Utility Coordination		1			3		
Final Plans							
Lighting and Sign Removal Plans		1			3	2	
Taxiway Lighting Installation Plans		2			4	3	
Guidance Sign Installation Plans		2			8	3	
Electrical Details		2			2	3	
Front End and Technical Specifications		6			4		
Quantities & Opinion of Probable Construction Cost		3			6	2	
QC Review		4			5		

## APPENDIX B

## **Jack Brooks Regional Airport Taxiway D Ph 4 Reconstruction (2017)**

## FINAL DESIGN

## APPENDIX B

## **Jack Brooks Regional Airport Taxiway D Ph 4 Reconstruction (2017)**

## **BIDDING SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-2	E-1	T-2	X-3
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Address Airport and FAA Comments	1			2		
Develop Plans for Bid Package				4		
Package	2					4
Develop Cost Estimate for Bid Package	1			3		
QC Review	1			4		
Seal and submit plans, specifications, and bid proposal to bid center	1			2	2	
Conduct the Pre-bid Meeting	8			10		
Attend the Bid Opening	8					
Tabulation of the Bids	1			1		
Grant Application	1			3		
Prepare construction contract	2			2		1
<b>Subtotal - Civil Engineering</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>2</b>	<b>5</b>
<b>4. Electrical Engineering</b>						
Develop Bid Documents		3	8			
QC Review		2	4			
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>5</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Hours** 26 5 12 31 2 5

**Salary Costs** \$7,930.00 \$1,235.00 \$1,728.00 \$3,751.00 \$254.00 \$720.00

**SUBTOTAL - SALARIES:** **\$15,618.00**

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly \$235.00

Postage/Freight/Courier \$117.00

Online Planroom Fee \$200.00

Travel Costs \$330.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$882.00**

**SUBTOTAL:** **\$16,500.00**

**Schaumberg & Polk** \$ 1,000.00

**SUBCONSULTANTS FEE:** **\$1,100.00**

**TOTAL FEE:** **\$17,600.00**

## APPENDIX B

### Jack Brooks Regional Airport Taxiway D Ph 4 Reconstruction (2017)

#### ADDITIONAL SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-2	E-1	T-2	X-3
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Additional Assistance to BPT Staff during Design	30			60		
<b>Subtotal - Civil Engineering</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>
<b>4. Electrical Engineering</b>						
Additional Assistance to BPT Staff during Design	20			20		
<b>Subtotal - Electrical Engineering</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>

Hours	50	0	0	80	0	0
<b>Salary Costs</b>	\$15,250.00	\$0.00	\$0.00	\$9,680.00	\$0.00	\$0.00

**SUBTOTAL - SALARIES:** **\$24,930.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly

Postage/Freight/Courier

Online Planroom Fee

Travel Costs **\$170.00**

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$170.00**

**SUBTOTAL:** **\$25,100.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$25,100.00**



## APPENDIX B

Taxiway D Ph 4 Reconstruction (2017)  
Garver Hourly Rate Schedule

Classification	Rates
<b>Engineers / Architects</b>	
E-1.....	\$ 116.00
E-2.....	\$ 138.00
E-3.....	\$ 162.00
E-4.....	\$ 192.00
E-5.....	\$ 237.00
E-6.....	\$ 293.00
E-7.....	\$ 337.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 134.00
P-2.....	\$ 168.00
P-3.....	\$ 191.00
P-4.....	\$ 214.00
P-5.....	\$ 237.00
P-6.....	\$ 279.00
<b>Designers</b>	
D-1.....	\$ 104.00
D-2.....	\$ 119.00
D-3.....	\$ 141.00
D-4.....	\$ 166.00
<b>Technicians</b>	
T-1.....	\$ 90.00
T-2.....	\$ 122.00
T-3.....	\$ 133.00
<b>Surveyors</b>	
S-1.....	\$ 56.00
S-2.....	\$ 66.00
S-3.....	\$ 92.00
S-4.....	\$ 127.00
S-5.....	\$ 168.00
S-6.....	\$ 196.00
2-Man Crew (Survey).....	\$ 214.00
3-Man Crew (Survey).....	\$ 260.00
2-Man Crew (GPS Survey).....	\$ 253.00
3-Man Crew (GPS Survey).....	\$ 298.00
<b>Construction Observation</b>	
C-1.....	\$ 99.00
C-2.....	\$ 125.00
C-3.....	\$ 152.00
C-4.....	\$ 196.00
<b>Management/Administration</b>	
M-1.....	\$ 337.00
X-1.....	\$ 67.00
X-2.....	\$ 86.00
X-3.....	\$ 138.00
X-4.....	\$ 163.00
X-5.....	\$ 172.00
X-6.....	\$ 204.00

October 1, 2016

Jack Brooks Regional Airport  
5000 Jerry Ware Dr. Suite 100  
Beaumont, TX 77705

Attn: Alex Rupp

Dear Mr. Rupp :

This letter outlines the services to be provided and terms of business under which e.Sullivan Advertising and Design, Inc. is to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing (October 1, 2016) or such date as shall be agreed and ending September 30, 2017.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

***Approval and authority are provided as follows:***

The agency will submit the following to the client for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

***Agency compensation is provided for as follows:***

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design (including up to three separate designs)
- Television Production (including up to three separate commercials)
- Radio Production (including up to three separate commercials)
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done including creative design, media placement, fees, etc., will not exceed \$ 116,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

***Responsibility for Mistakes***

Agency will proofread all materials, including those approved in by Airport, which Agency produces for Advertiser hereunder. Agency shall be responsible for any additional costs incurred by Airport as a result of errors by Agency or a Third-party Supplier in production or proofreading, or in connection with product information.

***Termination:***

1 Termination by Either Party : Either party may terminate this Agreement, for cause, by giving the other party thirty (30) days written notice of termination. If the cause given is a breach of an obligation set forth in Agreement, the party can request from the breaching party, in writing, to cure the breach within thirty (30) days of receiving notice.

2 Agency's General Obligations Upon Termination

Agency shall transfer, assign, and make available to Airport or its representative all property and material in the possession or control of Agency or any Third-party Supplier which, pursuant to the terms of this Agreement, is the property of Airport, including all information regarding Airport's marketing, advertising, and promotion concepts and plans, and all orders, contracts, and other arrangements for unused space, time, services, and materials. Upon transfer, Airport shall assume all future obligations and liabilities incurred by Agency and authorized by Airport in accordance with this Agreement in connection with the transferred materials. If any contracts made and authorized by Airport in accordance with this Agreement cannot be transferred, Agency shall complete the performance of such contracts, which will be paid for by Airport in the manner described in this Agreement.

3 Agency's Media Obligations Upon Termination

Upon termination of this Agreement, Agency shall assign to the entity/agency designated by Airport all media buy commitments entered into by Agency on behalf of Airport, provided that Airport has authorized such commitments in accordance with this Agreement. In the event such authorized media buy commitments are non-assignable, Airport shall have the right to make the payments due under such media commitments directly to the Media Vendor.

4 Airport's Obligations Upon Termination

Airport will be liable to pay only for Agency Services actually rendered prior to the effective date of termination which includes costs associated with agreements, contracts, purchased services or products on behalf of Airport by Agency with Airport approval or by terms of the Agreement.

***Billing procedures are as follows:***

All invoices will be billed on or about the first (1<sup>st</sup>) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Jack Brooks Regional Airport's long term plan.

Yours sincerely,

Eric Sullivan  
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

Date: January 3, 2017

Signature: 

Title: Jeff R. Branick, County Judge

Company: Jefferson County

ATTEST  
DATE 1/3/17 





**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 *DC*  
Purchasing Agent

Date: December 29, 2016

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY  
December 5, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 4	EXECUTIVE CHAIR		31002
<i>contact person: Lillian Picou</i>			
136th DISTRICT COURT	BROTHER TYPEWRITER		29688
136th DISTRICT COURT	BROTHER FAX MACHINE		30905
136th DISTRICT COURT	JURY BASE CHAIR		1211
136th DISTRICT COURT	STATIONARY CHAIR		13263
136th DISTRICT COURT	COAT RACK		13266
<i>contact person: Michelle Labrie</i>			
DISTRICT CLERK	WOODEN LOCKING FLOOR CABINET		
DISTRICT CLERK	6200 SWINGLINE ELECTRIC LETTER OPENER		1503
DISTRICT CLERK	BLUE TALL ROLLING CHAIR		23730
DISTRICT CLERK	BLUE TALL ROLLING CHAIR		
DISTRICT CLERK	BROWN FOLDING TABLE		12567
DISTRICT CLERK	BROWN FOLDING TABLE		15553
DISTRICT CLERK	BROWN FOLDING TABLE		14630
DISTRICT CLERK	BROWN FOLDING TABLE		
DISTRICT CLERK	GREY ROLLING PAPER SPOOL HOLDER		
DISTRICT CLERK	LARGE PAPER CUTTER		
<i>contact person: Dolly Rush</i>			
ENVIRONMENTAL CONTROL	FOLDING WORK TABLE		16979
<i>contact person: Rhonda Conlin</i>			



Constable, Precinct 4  
19217 Hwy 365  
Beaumont, Texas 77705

December 27, 2016

TO: Commissioners Court

From: Constable Elect – Bryan Werner

Re: Agenda – Deputy Constable Hire

**Consider and possibly approve the hiring of Jimmy Arnold Croley as a Deputy Constable with Constable Precinct 4 in accordance with Local Government Code (LGC) 86.011.**

Jimmy Croley is a certified peace officer; his commission is active and cleared with the Texas Commission on Law Enforcement Officer Standards and Education.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	85.00	428480	85.00**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	101.83	428271	
ENTERGY	726.57	428285	
ISI COMMERCIAL REFRIGERATION	113.00	428291	
M&D SUPPLY	214.60	428301	
MUNRO'S	29.65	428305	
VULCAN MATERIALS CO.	4,984.57	428339	
TEXAS CONFERENCE OF URBAN COUNTIES	410.00	428372	
ROAD & BRIDGE PCT.#2			6,580.22**
MUNRO'S	20.00	428305	
RITTER @ HOME	34.99	428317	
AT&T	93.54	428326	
INTERSTATE ALL BATTERY CENTER - BMT	241.90	428414	
MARTIN MARIEETA MATERIALS	89.44	428476	
ROAD & BRIDGE PCT. # 3			479.87**
CITY OF PORT ARTHUR - WATER DEPT.	30.20	428272	
MUNRO'S	61.30	428305	
TIME WARNER COMMUNICATIONS	86.91	428331	
TRIANGLE CLUTCH REBLLDRS.	282.00	428334	
MATHESON TRI-GAS	31.20	428336	
WALMART COMMUNITY BRC	90.13	428358	
CENTERPOINT ENERGY RESOURCES CORP	32.74	428383	
SHARDAI KEYES	250.00	428473	
ROAD & BRIDGE PCT.#4			864.48**
GREATER PORT ARTHUR	125.00	428283	
CASH ADVANCE ACCOUNT	370.40	428296	
M&D SUPPLY	437.44	428301	
MUNRO'S	121.26	428305	
PARTS EXCHANGE COMPANY, INC.	120.00	428312	
SCOOTER'S LAWNMOWERS	90.84	428320	
AT&T	76.48	428326	
UNITED STATES POSTAL SERVICE	.40	428360	
ON TIME TIRE	72.00	428431	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	364.23	428453	
GCR TIRES & SERVICE	254.00	428459	
TRINITY VALLEY TRACTORS INC	4,577.43	428492	
GULF COAST	469.20	428493	
ENGINEERING FUND			7,078.68**
VERIZON WIRELESS	245.02	428354	
PARKS & RECREATION			245.02**
ENTERGY	1,252.39	428285	
LOWE'S HOME CENTERS, INC.	15.30	428369	
SPRINT WASTE SERVICES LP	310.80	428454	
GENERAL FUND			1,578.49**
CCL COLEMAN PROPERTIES	70.00	428494	
TAX OFFICE			70.00*
OFFICE DEPOT	162.35	428308	
ACE IMAGEWEAR	21.35	428322	
UNITED STATES POSTAL SERVICE	1,088.80	428360	
COUNTY HUMAN RESOURCES			1,272.50*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	9.46	428360	9.46*
AUDITOR'S OFFICE			
TAC - TEXAS ASSN. OF COUNTIES	415.00	428328	
UNITED STATES POSTAL SERVICE	6.36	428360	
COUNTY CLERK			421.36*
KIRKSEY'S SPRINT PRINTING	72.10	428299	
OFFICE DEPOT	167.56	428308	
UNITED STATES POSTAL SERVICE	229.28	428360	
RICOH USA INC	264.11	428434	
COUNTY JUDGE			733.05*
OFFICE DEPOT	152.48	428308	
UNITED STATES POSTAL SERVICE	14.76	428360	
HUBERT OXFORD IV	500.00	428411	
ANDREW P GERTZ	500.00	428471	
JAN GIROUARD & ASSOCIATES LLC	800.00	428483	
ELIZABETH MCKIM	500.00	428495	
RISK MANAGEMENT			2,467.24*
UNITED STATES POSTAL SERVICE	2.40	428360	
COUNTY TREASURER			2.40*
UNITED STATES POSTAL SERVICE	190.40	428360	
PRINTING DEPARTMENT			190.40*
OLMSTED-KIRK PAPER	2,224.22	428310	
PURCHASING DEPARTMENT			2,224.22*
BEAUMONT ENTERPRISE	1,503.80	428280	
OFFICE DEPOT	52.93	428308	
PORT ARTHUR NEWS, INC.	1,193.10	428314	
UNITED STATES POSTAL SERVICE	6.78	428360	
GENERAL SERVICES			2,756.61*
GUARDIAN FORCE	37.00	428254	
B&L MAIL PRESORT SERVICE	1,672.90	428265	
BISHOP REAL ESTATE APPRAISERS	2,000.00	428268	
JEFFERSON CTY. TAX DEPARTMENT	100.00	428294	
OLMSTED-KIRK PAPER	3,955.00	428310	
TIME WARNER COMMUNICATIONS	204.86	428332	
TOWER COMMUNICATIONS, INC.	2,435.00	428357	
WALMART COMMUNITY BRC	101.36	428358	
SAM'S CLUB DIRECT	61.60	428433	
DYNAMEX INC	353.54	428447	
DATA PROCESSING			10,921.26*
OFFICE DEPOT	51.13	428308	
PCM-G	60.92	428413	
VOTERS REGISTRATION DEPT			112.05*
CDW COMPUTER CENTERS, INC.	756.58	428347	
UNITED STATES POSTAL SERVICE	292.73	428360	
ELECTIONS DEPARTMENT			1,049.31*
HART INTER CIVIC	65,030.00	428287	
UNITED STATES POSTAL SERVICE	26.76	428360	
TEXAS ASSOC OF ELECTIONS ADMINISTRA	265.00	428481	
DISTRICT ATTORNEY			65,321.76*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	747.42	428308	
UNITED STATES POSTAL SERVICE	129.51	428360	
ROBERT WORTHAM	351.46	428396	
SILSBEE FORD INC	26,421.95	428449	27,650.34*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	233.04	428360	233.04*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	900.00	428255	
RENE MULHOLLAND	227.95	428338	
KEVIN S. LAINE	900.00	428345	
UNITED STATES POSTAL SERVICE	17.89	428360	
ANTOINE FREEMAN	700.00	428405	2,745.84*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.80	428360	
LEXIS-NEXIS	55.00	428361	55.80*
60TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	50.00	428295	
UNITED STATES POSTAL SERVICE	7.26	428360	57.26*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	5.99	428360	
LEXIS-NEXIS	69.00	428362	74.99*
252ND DISTRICT COURT			
CRISTY SMITH	179.50	428270	
MCNEILL INSURANCE AGENCY	71.00	428302	
UNITED STATES POSTAL SERVICE	55.47	428360	
LANGSTON ADAMS	800.00	428374	
SUMMER TANNER	2,982.75	428395	
ANTOINE FREEMAN	800.00	428405	
M.K. HAMZA, PHD, P.A.	2,400.00	428435	7,288.72*
279TH DISTRICT COURT			
DAVID GROVE	150.00	428258	
PHILLIP DOWDEN	325.00	428263	
LAIRON DOWDEN, JR.	650.00	428277	
ANITA F. PROVO	150.00	428316	
JOEL WEBB VAZQUEZ	725.00	428380	
KIMBERLY PHELAN, P.C.	575.00	428389	
TONYA CONNELL TÓUPS	450.00	428404	
P DEAN BRINKLEY	75.00	428422	
JONATHAN L. STOVALL	75.00	428427	
WILLIAM FORD DISHMAN	500.00	428445	
BRYAN E MCEACHERN PC	500.00	428448	
THE DAWS LAW FIRM PLLC	75.00	428452	
MATUSKA LAW FIRM	75.00	428455	
TARA SHELANDER	1,075.00	428457	
DANE DENNISON	75.00	428458	
MELANIE AIREY	500.00	428467	
LAW OFFICE OF J SCOTT FREDERICK	500.00	428468	6,475.00*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.93	428360	.93*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	34.33	428360	34.33*
JUSTICE COURT-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT TAC - TEXAS ASSN. OF COUNTIES	130.43 95.00	428308 428329	225.43*
JUSTICE COURT-PCT 4			
AT&T	76.48	428326	76.48*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	18.15	428360	18.15*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	189.00	428308	189.00*
COUNTY COURT AT LAW NO.1			
LEXIS-NEXIS JOHN WOOLDRIDGE	52.00 620.55	428363 428464	672.55*
COUNTY COURT AT LAW NO. 2			
OFFICE DEPOT UNITED STATES POSTAL SERVICE LANGSTON ADAMS JOEL WEBB VAZQUEZ SAMUEL & SON LAW FIRM PLLC	11.40 .47 300.00 250.00 400.00	428308 428360 428374 428380 428461	961.87*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE ANTOINE FREEMAN MATUSKA LAW FIRM AMY TOMLINSON JANSON ELLIOTT BAILEY	11.50 250.00 250.00 250.00 500.00	428360 428405 428455 428479 428485	1,261.50*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.40	428360	1.40*
MEDIATION CENTER			
BEAUMONT TROPHIES OFFICE DEPOT SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE	488.40 25.93 66.55 2.00	428267 428308 428323 428360	582.88*
SHERIFF'S DEPARTMENT			
FAST SIGNS, INC. ENTERGY HERNANDEZ OFFICE SUPPLY, INC. KAY ELECTRONICS, INC. LAW ENFORCEMENT TARGETS, INC. MCNEILL INSURANCE AGENCY MOORMAN & ASSOCIATES, INC. OFFICE DEPOT AT&T KEESHA GUILLORY UNITED STATES POSTAL SERVICE GLEN PERMENTER SILSBEE FORD INC GOLD COAST ARMORY LLC GALLS LLC EXCEL MEDICAL WASTE LLC RING'S MANUFACTURING LEA AID ACQUISITION COMPANY	3.00 1,294.67 27.60 998.00 1,373.10 71.00 1,050.00 1,151.54 124.84 300.00 1,052.47 150.00 129,899.75 22,673.01 77.26 35.00 327.23 11,995.00	428282 428285 428288 428298 428300 428302 428304 428308 428326 428346 428360 428376 428449 428463 428470 428474 428488 428490	172,603.47*
CRIME LABORATORY			
ACCUTOX, INC. OFFICE DEPOT ULINE SHIPPING SUPPLY SPECIALI	1,998.57 243.26 111.32	428252 428308 428337	

NAME

AMOUNT

CHECK NO.

TOTAL

T.A.P.E.I.T. TREASURER	50.00	428370
CAYMAN CHEMICAL COMPANY	569.00	428418
LIPOMED	38.00	428421
STERALOIDS INC	63.00	428425
JULIE HANNON	15.00	428441
JULIE HANNON	600.00	428442
EXCEL MEDICAL WASTE LLC	35.00	428474
ATTAINIT	176.74	428478

3,899.89\*

JAIL - NO. 2

MARK'S PLUMBING PARTS	304.80	428251
BOB BARKER CO., INC.	9,613.90	428266
COASTAL WELDING SUPPLY	40.50	428274
COBURN'S, BEAUMONT BOWIE (1)	187.80	428275
COTTON CARGO	232.50	428276
ECOLAB	399.90	428279
HERNANDEZ OFFICE SUPPLY, INC.	36.48	428288
M&D SUPPLY	412.00	428301
MOORE SUPPLY, INC.	1,228.86	428303
OFFICE DEPOT	1,007.96	428308
PETTY CASH - SHERIFF'S OFFICE	646.94	428313
RALPH'S INDUSTRIAL ELECTRONICS	14.75	428318
SANITARY SUPPLY, INC.	3,487.30	428319
SCOTT EQUIPMENT, INC.	1,015.27	428321
AT&T	1,355.20	428326
WHOLESALE ELECTRIC SUPPLY CO.	535.34	428342
WORTH HYDROCHEM	327.00	428343
UNITED COMMUNICATIONS, INC.	50.00	428350
C S & A - FRANKLIN	9,157.00	428381
AIRGAS SOUTHWEST	388.63	428409
FIVE STAR CORRECTIONAL SERVICE	47,432.48	428420
INDUSTRIAL & COMMERCIAL MECHANICAL	2,202.80	428432
CONMED INC	261,022.24	428438
MATERA PAPER COMPANY INC	6,933.60	428439
THOMSON REUTERS-WEST	903.00	428440
FROGWASH PRESSURE WASHING	800.00	428443
GALLS LLC	1,195.95	428470
LONE STAR UNIFORMS	2,097.60	428477
TEXAS PRISONER TRANSPORTATION SERVI	853.50	428486
IMPACT WASTE LLC	1,440.00	428491

355,323.30\*

JUVENILE PROBATION DEPT.

OFFICE DEPOT	73.07	428308
WALMART COMMUNITY BRC	46.48	428358
UNITED STATES POSTAL SERVICE	20.88	428360
LEXISNEXIS MATTHEW BENDER	294.03	428371
KESHA NIXON	92.00	428391
DURWARD MINOR	100.44	428444

626.90\*

JUVENILE DETENTION HOME

AAA LOCK & SAFE	120.00	428250
BEAUMONT TROPHIES	227.50	428267
CASH ADVANCE ACCOUNT	228.03	428296
OVERHEAD DOOR CO.	202.50	428311
JOHN C. WHITE, D.D.S.	150.00	428341
OAK FARM DAIRY	350.34	428344
FLOWERS FOODS	67.90	428377
VANSCHECA SANDERS-CHEVIS	500.00	428397
KAREN ROBERTS	400.00	428412
EXCEL MEDICAL WASTE LLC	70.00	428474

2,316.27\*

CONSTABLE PCT 1

OFFICE DEPOT	142.71	428308
UNITED STATES POSTAL SERVICE	106.29	428360

249.00\*

CONSTABLE-PCT 4

AT&T	38.24	428326
THE PRODUCTIVITY CENTER	156.00	428364

NAME	AMOUNT	CHECK NO.	TOTAL
DISH NETWORK	51.52	428398	245.76*
CONSTABLE-PCT 6			
OFFICE DEPOT	199.66	428308	
UNITED STATES POSTAL SERVICE	7.92	428360	
CONSTABLE PCT. 7			207.58*
MCNEILL INSURANCE AGENCY	71.00	428302	
POSTMASTER	248.00	428315	
TEXAS STATE UNIVERSITY SAN MARS	150.00	428325	
CONSTABLE PCT. 8			469.00*
TEXAS CODE BLUE LLC	290.00	428379	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	428466	
AGRICULTURE EXTENSION SVC			361.00*
EPSILON SIGMA PHI	230.00	428281	
OFFICE DEPOT	117.82	428308	
TEXAS AGRILIFE EXTENSION SERVICES	1,725.00	428333	
WALMART COMMUNITY BRC	35.44	428358	
UNITED STATES POSTAL SERVICE	1.60	428360	
DISTRICT 9 TAE 4-HA	110.00	428366	
DAVID OATES	92.44	428484	
ALLEN HOMANN	92.98	428487	
HEALTH AND WELFARE NO. 1			2,405.28*
CITY OF BEAUMONT	40.00	428262	
BROUSSARD'S MORTUARY	1,480.32	428269	
CLAYBAR FUNERAL HOME, INC.	4,500.00	428273	
OFFICE DEPOT	458.24	428308	
MCKESSON MEDICAL-SURGICAL INC	3,186.90	428348	
UNITED STATES POSTAL SERVICE	43.76	428360	
RACHEL DRAGULSKI	82.95	428373	
CENTERPOINT ENERGY RESOURCES CORP	49.45	428384	
CONNIE M ROBERTS	22.95	428394	
BONNIE SWAIN	82.95	428423	
NURSE PRACTITIONER			9,947.52*
EXCEL MEDICAL WASTE LLC	35.00	428474	
CHILD WELFARE UNIT			35.00*
J.C. PENNEY'S	4,386.95	428367	
SEARS COMMERCIAL CREDIT	2,048.14	428368	
ANDREW REISNER	30.00	428424	
TRELIN FARR	30.00	428456	
RONALD J RICHARDSON	15.00	428469	
AALIYAH J EMERSON	30.00	428472	
AIDIAN LEBLANC FC	30.00	428482	
LARRY MOLO	15.00	428496	
AMORI MOLO	15.00	428497	
CHEMERE SMITH	15.00	428498	
MIKA L JOHNSON	15.00	428499	
ENVIRONMENTAL CONTROL			6,630.09*
TEEX	50.00	428261	
INDIGENT MEDICAL SERVICES			50.00*
KING'S PHARMACY	580.11	428260	
OFFICE DEPOT	89.34	428308	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	428406	
KING'S PHARMACY BEAUMONT	52.98	428430	
MAINTENANCE-BEAUMONT			4,495.43*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - LANDFILL HIGHTECH SIGNS	77.00 426.43	428264 428289	503.43*
MAINTENANCE-PORT ARTHUR			
ENTERGY TIME WARNER COMMUNICATIONS	4,480.75 300.57	428285 428330	4,781.32*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR W. JEFFERSON COUNTY M.W.D.	30.11 26.13	428322 428340	56.24*
SERVICE CENTER			
SPIDLE & SPIDLE INTERSTATE BATTERIES OF BEAUMONT/PA MUNRO'S AT&T JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE BUMPER TO BUMPER MIGHTY OF SOUTHEAST TEXAS SILSBEE FORD INC 1800RADIATOR & AC	7,245.20 457.75 39.45 62.36 16.75 7.50 3.76 851.99 21.18 5.06	428257 428290 428305 428326 428352 428353 428382 428428 428449 428465	8,711.00*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE HILARY GUEST	1.57 114.26	428360 428375	115.83* 710,246.44**
SECURITY FEE FUND			
COTTON CARGO	31.00	428276	31.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	428324	9.95**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	56.27	428355	56.27**
GRANT A STATE AID			
GULF COAST TRADES CENTER BI INCORPORATED VICTORIA COUNTY JUVENILE SERVICES G4S YOUTH SERVICES LLC SAN MARCOS TREATMENT CENTER	412.12 745.98 5,824.37 18,200.00 8,075.00	428284 428349 428408 428462 428489	33,257.47**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP. UNITED STATES POSTAL SERVICE JCCSC	1,993.81 63.43 150.00	428293 428360 428426	2,207.24**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC. ECOLAB ISI COMMERCIAL REFRIGERATION INTOXIMETERS, INC. SYSCO FOOD SERVICES, INC. TEXAS FIRE & COMMUNICATIONS TOWER COMMUNICATIONS, INC. BEN E KEITH FOODS MELODY C ANTOON RN ATTABOY TERMITE & PEST CONTROL MATERA PAPER COMPANY INC EXCEL MEDICAL WASTE LLC	85.00 82.95 245.35 522.50 1,197.25 462.80 60.00 1,306.55 1,260.00 50.00 429.35 35.00	428256 428279 428291 428292 428327 428351 428357 428378 428393 428415 428439 428474	5,736.75**
DWI PRETRIAL DIVERSION			

NAME	AMOUNT	CHECK NO.	TOTAL
JCCSC	2,384.00	428426	2,384.00**
COUNTY CLK RECORDS ARCHIV			
MANATRON	35,096.55	428401	35,096.55**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.40	428360	.40**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	428259	
MUNRO'S	109.95	428305	
TRI-CITY COFFEE SERVICE	88.85	428335	
TEXAS TRAVEL INDUSTRY ASSOCIATION	395.00	428388	
DISH NETWORK	110.53	428399	
LA RUE ROUGEAU	49.68	428400	
JESSIE DAVIS	32.40	428410	
1957 ROAD BOND FUND			1,261.41**
TIM RICHARDSON	10,500.00	428446	10,500.00**
CAPITAL PROJECTS FUND			
N&T CONSTRUCTION COMPANY, INC.	139,325.94	428253	
SHEPLEY BULFINCH	2,911.85	428475	142,237.79**
AIRPORT FUND			
DRIVESHAFT SPECIALTY, INC.	286.00	428278	
ENTERGY	11,407.57	428286	
JOHNSON CONTROLS, INC.	1,500.00	428297	
KAY ELECTRONICS, INC.	1,623.96	428298	
OIL CITY TRACTORS, INC.	13.42	428309	
RITTER @ HOME	176.70	428317	
AT&T	599.74	428326	
TRI-CITY COFFEE SERVICE	325.20	428335	
SHI GOVERNMENT SOLUTIONS, INC.	241.00	428365	
RICHARD "ALEX" RUPP	399.99	428392	
BLUE GLOBES	3,929.72	428403	
UNIFIRST HOLDINGS INC	126.26	428416	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,380.00	428432	
CRAWFORD ELECTRIC SUPPLY COMPANY	120.00	428436	
ADVANCE AUTO PARTS	7.14	428437	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	14.52	428453	
EASTERN AVIATION FUELS INC	27,057.49	428460	
AIRPORT IMPROVE. GRANTS			49,208.71**
ALLCO, INC.	351,217.87	428356	
GARVER LLC	4,413.75	428419	355,631.62**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	21,232.15	428387	
RELIANCE STANDARD LIFE INSURANCE	5,704.89	428390	
COMPASS PROFESSIONAL HEALTH SERVICE	6,310.00	428450	
SA BENEFITS SERVICES LLC	29,316.26	428451	
WORKER'S COMPENSATION FD			62,563.30**
TRISTAR RISK MANAGEMENT	7,304.71	428385	
TRISTAR RISK MANAGEMENT	4,620.00	428386	
SHERIFF'S FORFEITURE FUND			11,924.71**
TWIN CITY VETERINARY CLINIC	533.20	428417	
SILSBEE FORD INC	4,635.46	428449	
PAYROLL FUND			5,168.66**

NAME

AMOUNT

CHECK NO.

TOTAL

JEFFERSON CTY. - FLEXIBLE SPENDING	14,585.00	428221	
CLEAT	324.00	428222	
JEFFERSON CTY. TREASURER	17,050.21	428223	
RON STADTMUELLER - CHAPTER 13	530.00	428224	
INTERNAL REVENUE SERVICE	475.00	428225	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,960.00	428226	
JEFFERSON CTY. COMMUNITY SUP.	9,335.45	428227	
JEFFERSON CTY. TREASURER - HEALTH	457,114.80	428228	
JEFFERSON CTY. TREASURER - PAYROLL	1,769,883.89	428229	
JEFFERSON CTY. TREASURER - PAYROLL	729,833.45	428230	
MONY/MLOA	173.63	428231	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,031.73	428232	
TGSLC	685.98	428233	
UNITED WAY OF BEAUMONT & N JEFFERSON	54.31	428234	
JEFFERSON CTY. TREASURER - TCDRS	681,132.51	428235	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,696.65	428236	
JEFFERSON COUNTY TREASURER	2,606.85	428237	
JEFFERSON COUNTY - TREASURER -	6,442.92	428238	
NECHES FEDERAL CREDIT UNION	56,699.87	428239	
JEFFERSON COUNTY - NATIONWIDE	83,627.50	428240	
TENNESSEE CHILD SUPPORT	115.38	428241	
SBA - U S DEPARTMENT OF TREASURY	168.49	428242	
CALIFORNIA STATE DISBURSEMENT UNIT	155.53	428243	
U S DEPARTMENT OF TREASURY	258.53	428244	
WILLIAM E HEITKAMP	755.01	428245	
JOHN TALTON	2,160.77	428246	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	428247	
BELINDA M ZURITA	230.77	428248	
UNITED STATES TREASURY	2,446.30	428249	
			3,846,584.38**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,905.00	428407	1,905.00**
MARINE DIVISION			
FAST SIGNS, INC.	315.00	428282	
ENTERGY	509.37	428285	
AT&T	81.90	428326	
THE DINGO GROUP-PETE JORGENSEN MARI	1,280.00	428402	
NIGHT FLIGHT CONCEPTS INC	350.00	428429	
			2,536.27**
ASAP - CONSTABLE PCT 8			
OFFICE DEPOT	28.97	428308	
			28.97**
			5,295,488.65***

## NAME

## AMOUNT

## CHECK NO.

## JURY FUND

TRI-CITY COFFEE SERVICE

493.35

428578

493.35\*\*

ROAD &amp; BRIDGE PCT.#1

BUILDING SPECIALTIES  
CARQUEST AUTO PARTS # 96  
M&D SUPPLY  
AIRGAS SOUTHWEST34.88  
51.06  
189.15  
185.66428517  
428520  
428540  
428645

460.75\*\*

ROAD &amp; BRIDGE PCT.#2

MUNRO'S  
OFFICE DEPOT  
RITTER @ HOME  
PATHMARK TRAFFICE PRODUCTS OF TEXAS  
CENTERPOINT ENERGY RESOURCES CORP  
NEW WAVE WELDING TECHNOLOGY  
MARTIN MARIEETA MATERIALS  
TEXAS A&M AGRILIFE EXTENSION SERVIC20.00  
197.04  
9.33  
2,170.60  
88.50  
6.60  
461.84  
225.00428548  
428551  
428559  
428621  
428630  
428646  
428692  
428703

3,178.91\*\*

ROAD &amp; BRIDGE PCT. # 3

ABLE FASTENER, INC.  
FARM & HOME SUPPLY  
ENTERGY  
MUNRO'S  
ROMERO GLASS CO.  
SOUTHERN TIRE MART, LLC  
HOWARD'S AUTO SUPPLY  
MARTIN MARIEETA MATERIALS  
TEXAS A&M AGRILIFE EXTENSION SERVIC  
WALLER COUNTY ASPHALT270.02  
20.36  
213.38  
23.15  
120.00  
252.48  
69.26  
440.00  
225.00  
662.50428502  
428528  
428533  
428548  
428560  
428588  
428591  
428692  
428703  
428706

2,296.15\*\*

ROAD &amp; BRIDGE PCT.#4

SPIDLE & SPIDLE  
CAREER TRACK SEMINARS  
H.D. INDUSTRIES, INC.  
M&D SUPPLY  
MUNRO'S  
SANITARY SUPPLY, INC.  
UNITED STATES POSTAL SERVICE  
4IMPRINT, INC.  
EVERETT D ALFRED  
ROSS RIDGE SAND COMPANY LP  
SAM'S CLUB DIRECT  
SOUTHEAST TEXAS PARTS AND EQUIPMENT  
MARTIN MARIEETA MATERIALS  
HR DIRECT  
TRINITY VALLEY TRACTORS INC4,771.65  
149.00  
399.67  
153.26  
161.56  
399.28  
.40  
278.08  
450.00  
79.20  
809.01  
126.71  
172.64  
67.54  
243.53428508  
428519  
428534  
428540  
428548  
428563  
428603  
428610  
428619  
428642  
428670  
428681  
428692  
428700  
428710

8,261.53\*\*

ENGINEERING FUND

UNITED STATES POSTAL SERVICE  
BRADLEY STAFFORD2.93  
90.00428603  
428671

92.93\*\*

PARKS &amp; RECREATION

JIFFY TROPHIES  
SAM'S CLUB DIRECT7.25  
305.64428536  
428670

312.89\*\*

GENERAL FUND

TAX OFFICE

OFFICE DEPOT  
UNITED STATES POSTAL SERVICE  
CINTAS CORPORATION277.87  
967.73  
151.15428551  
428603  
428702

1,396.75\*

COUNTY HUMAN RESOURCES

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	390.32	428551	
PINNACLE EMPLOYEE TESTING	240.00	428555	
UNITED STATES POSTAL SERVICE	6.32	428603	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	80.00	428701	
AUDITOR'S OFFICE			716.64*
UNITED STATES POSTAL SERVICE	22.03	428603	
LANELL FONTENOT	4.64	428616	
COUNTY CLERK			26.67*
OFFICE DEPOT	14.39	428551	
UNITED STATES POSTAL SERVICE	240.90	428603	
SUSIE D. BELT	168.48	428636	
COUNTY JUDGE			423.77*
BEAUMONT ENTERPRISE	323.68	428526	
UNITED STATES POSTAL SERVICE	6.78	428603	
ROCKY LAUDERMILK	1,600.00	428613	
KIMBERLY PHELAN, P.C.	500.00	428633	
KATY LEIGH DELAHOUSSAYE	500.00	428651	
HARVEY L WARREN III	2,450.00	428656	
JOSHUA C HEINZ	400.00	428669	
RISK MANAGEMENT			5,780.46*
CASH ADVANCE ACCOUNT	924.27	428535	
UNITED STATES POSTAL SERVICE	13.99	428603	
COUNTY TREASURER			938.26*
TAC - TEXAS ASSN. OF COUNTIES	180.00	428571	
UNITED STATES POSTAL SERVICE	180.47	428603	
PURCHASING DEPARTMENT			360.47*
OFFICE DEPOT	50.13	428551	
UNITED STATES POSTAL SERVICE	2.79	428603	
GENERAL SERVICES			52.92*
SPINDLETOP MHMR	32,990.75	428538	
TRI-CITY COFFEE SERVICE	142.40	428578	
ALLISON, BASS & ASSOCIATES, LLP	2,118.00	428618	
DATA PROCESSING			35,251.15*
CDW COMPUTER CENTERS, INC.	404.60	428592	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	428608	
VOTERS REGISTRATION DEPT			732.80*
OFFICE DEPOT	123.96	428551	
UNITED STATES POSTAL SERVICE	163.21	428603	
ELECTIONS DEPARTMENT			287.17*
SIERRA SPRING WATER CO. - BT	52.01	428606	
AT&T MOBILITY	5,349.75	428695	
DISTRICT ATTORNEY			5,401.76*
FED EX	19.24	428529	
CDW COMPUTER CENTERS, INC.	233.06	428592	
UNITED STATES POSTAL SERVICE	186.65	428603	
HERRERA'S EMERGENCY LIGHTING	410.00	428622	
EDGAR GEORGE THOMPSON	72.95	428647	
THOMSON REUTERS-WEST	2,712.30	428676	
SILSBEY FORD INC	5,458.12	428679	
KATHLEEN KENNEDY	319.82	428685	
DISTRICT CLERK			9,412.14*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	561.04	428551	
UNITED STATES POSTAL SERVICE	232.37	428603	
RICOH USA INC	33.86	428672	
AT&T MOBILITY	36.40	428695	
			863.67*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	2,580.00	428532	
JOHN E MACEY	5,700.00	428541	
RENE MULHOLLAND	63.05	428579	
KEVIN S. LAINE	800.00	428590	
UNITED STATES POSTAL SERVICE	12.80	428603	
ALEX BILL III	700.00	428661	
AMY TOMLINSON	800.00	428696	
			10,655.85*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	428565	
			29.95*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.47	428603	
			6.47*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.80	428603	
			.80*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.47	428603	
			6.47*
252ND DISTRICT COURT			
DAVID W BARLOW	750.00	428514	
THOMAS J. BURBANK PC	800.00	428518	
UNITED STATES POSTAL SERVICE	90.22	428603	
			1,640.22*
279TH DISTRICT COURT			
PHILLIP DOWDEN	75.00	428512	
ANITA F. PROVO	150.00	428557	
NATHAN REYNOLDS, JR.	150.00	428558	
CHARLES ROJAS	75.00	428596	
LEXIS-NEXIS	56.00	428604	
JOEL WEBB VAZQUEZ	75.00	428626	
WILLIAM FORD DISHMAN	75.00	428678	
THE DAWS LAW FIRM PLLC	150.00	428680	
MATUSKA LAW FIRM	75.00	428683	
			881.00*
317TH DISTRICT COURT			
PHILLIP DOWDEN	1,125.00	428512	
THOMAS J. BURBANK PC	1,775.00	428518	
LAIRON DOWDEN, JR.	1,375.00	428525	
OFFICE DEPOT	78.52	428551	
ANITA F. PROVO	500.00	428557	
NATHAN REYNOLDS, JR.	500.00	428558	
CHARLES ROJAS	660.00	428596	
UNITED STATES POSTAL SERVICE	3.72	428603	
LEXIS-NEXIS	68.00	428604	
GLEN M. CROCKER	1,375.00	428609	
LANGSTON ADAMS	75.00	428615	
JOEL WEBB VAZQUEZ	625.00	428626	
JUDY PAASCH	2,323.90	428629	
KIMBERLY PHELAN, P.C.	325.00	428633	
TONYA CONNELL TOUPS	225.00	428643	
RONALD PLESSALA	650.00	428648	
ALLEN PARKER	300.00	428655	
JONATHAN L. STOVALL	75.00	428660	
C. HADEN CRIBBS JR., PC	650.00	428666	
WILLIAM FORD DISHMAN	450.00	428678	
MATUSKA LAW FIRM	1,050.00	428683	
MELANIE AIREY	375.00	428690	

NAME

AMOUNT

CHECK NO.

TOTAL

GORDON D FRIESZ	75.00	428694	14,659.14*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	47.91	428603	47.91*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	1.83	428603	1.83*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	35.78	428603	35.78*
JUSTICE COURT-PCT 7			
TAC - TEXAS ASSN. OF COUNTIES	130.00	428569	130.00*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	442.77	428535	442.77*
COUNTY COURT AT LAW NO.1			
SIERRA SPRING WATER CO. - BT	73.19	428605	73.19*
COUNTY COURT AT LAW NO. 2			
ALEX BILL III	250.00	428661	250.00*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT	166.79	428551	
UNITED STATES POSTAL SERVICE	22.14	428603	
LEXIS-NEXIS	55.00	428604	
MEDIATION CENTER			243.93*
UNITED STATES POSTAL SERVICE	4.39	428603	4.39*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	56.00	428527	
W.W. GRAINGER, INC.	65.25	428531	
MCNEILL INSURANCE AGENCY	142.00	428545	
OFFICE DEPOT	221.59	428551	
SABINE NECHES CHIEFS ASSOCIATION	250.00	428561	
CDW COMPUTER CENTERS, INC.	1,233.82	428592	
FORWARD EDGE, INC.	94.60	428594	
ADVANCED SYSTEMS & ALARM SERVICES,	150.00	428595	
UNITED STATES POSTAL SERVICE	1,886.40	428603	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	428611	
FIVE STAR FEED	203.25	428623	
RITA HURT	825.00	428665	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	175.00	428701	
CRIME LABORATORY			5,335.86*
OFFICE DEPOT	36.49	428551	
AIRGAS SOUTHWEST	71.43	428645	
ASCLD/LAB	2,100.00	428712	
JAIL - NO. 2			2,207.92*
CITY OF BEAUMONT - WATER DEPT.	16,616.16	428521	
CITY OF BEAUMONT - WATER DEPT.	8,959.17	428522	
PETTY CASH - SHERIFF'S OFFICE	215.15	428553	
TEXAS DEPT OF LICENSING &	40.00	428577	
TEXAS GAS SERVICE	495.32	428620	
TEXAS PRISONER TRANSPORTATION SERVI	603.50	428704	
JUVENILE PROBATION DEPT.			26,929.30*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE SHANNA CITIZEN	29.70 55.62	428603 428614	85.32*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	379.47	428511	
CITY OF BEAUMONT - WATER DEPT.	1,238.93	428521	
CITY OF BEAUMONT - WATER DEPT.	3,492.22	428522	
OAK FARM DAIRY	350.34	428589	
FLOWERS FOODS	109.69	428624	
CENTERPOINT ENERGY RESOURCES CORP	483.47	428630	
CONSTABLE PCT 1			6,054.12*
UNITED STATES POSTAL SERVICE	49.35	428603	
CONSTABLE-PCT 4			49.35*
OFFICE DEPOT	202.93	428551	
CONSTABLE-PCT 6			202.93*
OFFICE DEPOT	13.15	428551	
TAC - TEXAS ASSN. OF COUNTIES	200.00	428572	
UNITED STATES POSTAL SERVICE	10.23	428603	
CONSTABLE PCT. 8			223.38*
TAC - TEXAS ASSN. OF COUNTIES	95.00	428570	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	428689	
HEALTH AND WELFARE NO. 1			166.00*
AUSTIN CECIL WALKES MD PA	3,245.08	428581	
UNITED STATES POSTAL SERVICE	98.08	428603	
HEALTH AND WELFARE NO. 2			3,343.16*
TIME WARNER COMMUNICATIONS	112.37	428573	
AUSTIN CECIL WALKES MD PA	3,245.08	428581	
MARCUS UNIFORMS	155.58	428635	
NURSE PRACTITIONER			3,513.03*
GEORGE V. ZUZUKIN, M.D.	1,000.00	428509	
OFFICE DEPOT	54.53	428551	
SIERRA SPRING WATER CO. - BT	14.07	428607	
ENVIRONMENTAL CONTROL			1,068.60*
AT&T	55.30	428566	
MCKESSON MEDICAL-SURGICAL INC	13.71	428593	
TEXAS ON-SITE WASTEWATER TREATMENT	95.00	428657	
COASTAL BUSINESS FORMS	122.22	428673	
INDIGENT MEDICAL SERVICES			286.23*
DANA JOHNSON	1,200.00	428687	
MAINTENANCE-BEAUMONT			1,200.00*
MARK'S PLUMBING PARTS	501.38	428501	
ART SIGNS & DECALS	2,332.50	428513	
CITY OF BEAUMONT - WATER DEPT.	192.62	428521	
ENTERGY	42,938.48	428533	
MCCOWN PAINT & SUPPLY OF TEXAS	511.28	428543	
OFFICE DEPOT	187.10	428551	
SANITARY SUPPLY, INC.	3,639.13	428563	
ACE IMAGEWEAR	390.78	428564	
WORTH HYDROCHEM	250.00	428584	
BELT SOURCE	492.08	428634	
SHERWIN-WILLIAMS	248.67	428652	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	428677	
MAINTENANCE-PORT ARTHUR			74,371.78*

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	71.40	428576	
TEXAS GAS SERVICE	483.21	428620	
MAINTENANCE-MID COUNTY			554.61*
COBURN'S, BEAUMONT BOWIE (1)	54.12	428523	
RITTER @ HOME	10.74	428559	
ACE IMAGEWEAR	60.24	428564	
STANLEY STEEMER CARPET CLEANING	505.00	428567	
CENTERPOINT ENERGY RESOURCES CORP	82.05	428630	
SERVICE CENTER			712.15*
KINSEL FORD, INC.	241.03	428537	
THE MUFFLER SHOP	80.00	428547	
MUNRO'S	39.45	428548	
PHILPOTT MOTORS, INC.	161.49	428554	
JEFFERSON CTY. TAX OFFICE	7.50	428597	
JEFFERSON CTY. TAX OFFICE	7.50	428598	
JEFFERSON CTY. TAX OFFICE	7.50	428599	
BUMPER TO BUMPER	802.45	428627	
C & I OIL COMPANY INC	1,099.80	428649	
MIGHTY OF SOUTHEAST TEXAS	30.32	428663	
SILSBEY FORD INC	119.08	428679	
WASTEWATER TRANSPORT SERVICES LLC	388.00	428684	
DENNIS LOWE	69.46	428705	
MIDNIGHT AUTO	79.95	428708	
VETERANS SERVICE			3,133.53*
UNITED STATES POSTAL SERVICE	5.03	428603	
HILARY GUEST	114.26	428617	
MOSQUITO CONTROL FUND			119.29*
CASH ADVANCE ACCOUNT	915.18	428535	
MOTION INDUSTRIES, INC.	109.36	428546	
MUNRO'S	164.40	428548	
CENTERPOINT ENERGY RESOURCES CORP	64.68	428630	
FEMA EMERGENCY			1,253.62**
ADJUSTERS INTERNATIONAL	6,196.98	428632	
BREATH ALCOHOL TESTING			6,196.98**
ASCLD/LAB	1,500.00	428712	
J.C. FAMILY TREATMENT			1,500.00**
JUDY PAASCH	352.78	428628	
JUDY PAASCH	50.00	428629	
PATRICIA VELASCO	1,330.00	428697	
PATRICIA VELASCO	20.00	428698	
SECURITY FEE FUND			1,752.78**
GUARDIAN FORCE	2,936.00	428504	
LAW LIBRARY FUND			2,936.00**
THOMSON REUTERS-WEST	4,440.38	428675	
GRANT A STATE AID			4,440.38**
HAYS COUNTY	13,506.00	428586	
SAN MARCOS FAMILY MEDICINE PA	373.84	428637	
OMNICARE SAN ANTONIO	1,022.03	428638	
YOUTH ADVOCATE PROGRAM	4,960.00	428641	
CORNELL CORRECTIONS OF TEXAS	162.30	428682	
GRAYSON COUNTY DEPT OF JUVENILE	8,094.00	428688	
PAJPO	100.00	428711	
279 JUVENILE DRUG COURT			28,218.17**

NAME	AMOUNT	CHECK NO.	TOTAL
IEA - INSPIRE, ENCOURAGE, ACHIEVE COMMUNITY SUPERVISION FND	5,474.03	428601	5,474.03**
CORRECTIONAL COUNSELING, INC. OFFICE DEPOT OLMSTED-KIRK PAPER SAM HOUSTON STATE UNIVERSITY TIME WARNER COMMUNICATIONS UNITED STATES POSTAL SERVICE REDWOOD TOXICOLOGY LABORATORY LOCAL GOVERNMENT SOLUTIONS LP JCCSC EXCEL MEDICAL WASTE LLC TEXAS A&M UNIVERSITY - COMMERCE	645.85 769.08 293.50 705.00 160.02 167.25 109.50 6,965.00 180.00 105.00 100.00	428503 428551 428552 428562 428575 428603 428639 428644 428659 428691 428693	
JEFF. CO. WOMEN'S CENTER			10,200.20**
AIR COMFORT, INC. ALL STAR PLUMBING BELL'S LAUNDRY GOLD CREST ELECTRIC CO., INC. ENTERGY LUBE SHOP MARKET BASKET KIM MCKINNEY, LPC, LMFT OFFICE DEPOT AT&T SYSSCO FOOD SERVICES, INC. BURT WALKER PARTNERS, LTD PETTY CASH - RESTITUTION I BEN E KEITH FOODS REDWOOD TOXICOLOGY LABORATORY SAM'S CLUB DIRECT MATERA PAPER COMPANY INC CINTAS CORPORATION LATOYA MCCOY	2,094.29 825.24 991.15 232.94 1,476.10 44.48 128.33 450.00 346.36 133.70 1,329.45 4,500.00 49.45 1,599.64 324.70 31.96 255.20 97.25 40.00	428506 428511 428516 428530 428533 428539 428542 428544 428551 428566 428568 428580 428585 428625 428640 428670 428674 428702 428709	
DRUG DIVERSION PROGRAM			14,950.24**
OFFICE DEPOT	1,183.75	428551	1,183.75**
COUNTY RECORDS MANAGEMENT			
TEXAS ORAL HISTORY ASSOCIATION CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE	30.00 2,868.04 1.36	428507 428592 428603	
HOTEL OCCUPANCY TAX FUND			2,899.40**
GUARDIAN FORCE COTTON CARGO ENTERGY TIME WARNER COMMUNICATIONS UNITED STATES POSTAL SERVICE DONNY AVERY	110.00 174.25 1,577.82 110.53 38.19 68.58	428504 428524 428533 428574 428603 428707	
CAPITAL PROJECTS FUND			2,079.37**
MHC DATACOMM LJA ENGINEERING INC	8,200.00 2,953.60	428650 428667	
AIRPORT FUND			11,153.60**
AAAE / DEPT. AIRPORT LIGHTING COMPANY SPIDLE & SPIDLE FJORD AVIATION FUELING NOACK LOCKSMITH PORT ARTHUR NEWS, INC. SABINE NECHES CHIEFS ASSOCIATION SANITARY SUPPLY, INC. WHITE TIRE	275.00 1,823.53 719.96 3,468.98 12.00 1,900.00 250.00 408.24 15.48	428500 428505 428508 428510 428549 428556 428561 428563 428582	

NAME

AMOUNT

CHECK NO.

TOTAL

WHITE TUCKER COMPANY INC	18.67	428583	
GARSITE	290.75	428587	
LOWE'S HOME CENTERS, INC.	172.47	428612	
CENTERPOINT ENERGY RESOURCES CORP	984.96	428630	
INTERSTATE ALL BATTERY CENTER - BMT	191.94	428653	
UNIFIRST HOLDINGS INC	126.26	428654	
EZ-LINER INDUSTRIES	365.58	428662	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	84.84	428681	
EASTERN AVIATION FUELS INC	29,436.88	428686	
ALLSTATES COATINGS COMPANY	2,682.50	428699	
SE TX EMP. BENEFIT POOL			43,228.04**
GROUP ADMINISTRATIVE CONCEPTS INC	810.00	428658	
SETEC FUND			810.00**
SHI GOVERNMENT SOLUTIONS, INC.	656.40	428608	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,754.80	428668	
WORKER'S COMPENSATION FD			2,411.20**
TRISTAR RISK MANAGEMENT	8,354.80	428631	
SHERIFF'S FORFEITURE FUND			8,354.80**
BEAUMONT TROPHIES	55.80	428515	
RITTER @ HOME	23.55	428559	
MARINE DIVISION			79.35**
VERIZON WIRELESS	341.91	428600	
NIGHT FLIGHT CONCEPTS INC	11,000.00	428664	
2015 PORT SECURITY GRANT			11,341.91**
LJA ENGINEERING INC	2,752.20	428667	
			2,752.20**
			398,623.42***

NAME

AMOUNT

CHECK NO.

TOTAL

ROAD &amp; BRIDGE PCT.#1

SPIDLE & SPIDLE	1,940.70	428731
M&D SUPPLY	77.82	428752
MUNRO'S	28.65	428754
AT&T	64.58	428768
UNITED STATES POSTAL SERVICE	.47	428788
ASCO	313,594.30	428817
ZACHRY PUBLICATIONS	37.20	428832
CINTAS CORPORATION	146.05	428835
		315,889.77**

ROAD &amp; BRIDGE PCT.#2

ENTERGY	103.75	428745
DEPARTMENT OF INFORMATION RESOURCES	.02	428780
		103.77**

ROAD &amp; BRIDGE PCT. # 3

BEAUMONT ENTERPRISE	163.78	428743
AT&T	72.11	428768
DEPARTMENT OF INFORMATION RESOURCES	.11	428780
		236.00**

ROAD &amp; BRIDGE PCT.#4

A&A EQUIPMENT	136.10	428728
ACTION OIL SERVICE, INC.	25.00	428730
CITY OF BEAUMONT - WATER DEPT.	19.60	428736
ENTERGY	821.21	428745
M&D SUPPLY	185.10	428752
MUNRO'S	68.79	428754
PHILPOTT MOTORS, INC.	245.00	428759
DEPARTMENT OF INFORMATION RESOURCES	.12	428780
UNITED STATES POSTAL SERVICE	9.05	428788
DIRECTV	1,595.76	428811
SOUTHEAST TEXAS PARTS AND EQUIPMENT	401.25	428823
		3,506.98**

PARKS &amp; RECREATION

ENTERGY	402.99	428745
		402.99**

GENERAL FUND

TAX OFFICE

ACE IMAGEWEAR	21.35	428765
TAC - TEXAS ASSN. OF COUNTIES	285.00	428769
DEPARTMENT OF INFORMATION RESOURCES	.06	428780
UNITED STATES POSTAL SERVICE	1,146.65	428788
ROCHESTER ARMORED CAR CO INC	352.00	428814
		1,805.06*

COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE	5.19	428788
		5.19*

AUDITOR'S OFFICE

OFFICE DEPOT	195.71	428756
UNITED STATES POSTAL SERVICE	3.00	428788
		198.71*

COUNTY CLERK

UNITED STATES POSTAL SERVICE	190.16	428788
		190.16*

COUNTY JUDGE

OFFICE DEPOT	107.75	428756
JERRY JOHN BRAGG	1,000.00	428809
THOMSON REUTERS-WEST	116.58	428819
		1,224.33*

RISK MANAGEMENT

UNITED STATES POSTAL SERVICE	2.39	428788
		2.39*

COUNTY TREASURER

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE PURCHASING DEPARTMENT	147.28	428788	147.28*
UNITED STATES POSTAL SERVICE GENERAL SERVICES	3.61	428788	3.61*
TIME WARNER COMMUNICATIONS	606.89	428772	
TIME WARNER COMMUNICATIONS	2,442.76	428774	
MCGRIFF, SEIBELS & WILLIAMS OF TX	3,935.00	428795	
CROWN CASTLE INTERNATIONAL	1,456.22	428798	
ROCHESTER ARMORED CAR CO INC	3,775.42	428814	
DYNAMEX INC	395.11	428822	
DATA PROCESSING			12,611.40*
VERIZON WIRELESS	75.98	428786	75.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	118.64	428788	118.64*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	75.00	428748	
UNITED STATES POSTAL SERVICE	247.96	428788	322.96*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	264.03	428788	264.03*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.00	428788	2.00*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	14.20	428788	14.20*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	5.19	428788	5.19*
252ND DISTRICT COURT			
DAVID W BARLOW	750.00	428734	
KIRKSEY'S SPRINT PRINTING	24.95	428750	
WENDELL RADFORD	11,075.00	428761	
UNITED STATES POSTAL SERVICE	83.90	428788	
SUMMER TANNER	407.40	428805	
STEPHEN ABLES	483.49	428836	
279TH DISTRICT COURT			12,824.74*
DAVID GROVE	75.00	428732	
MARVA PROVO	1,500.00	428760	
WILLIAM FORD DISHMAN	75.00	428821	
MELANIE AIREY	75.00	428828	
LAW OFFICE OF J SCOTT FREDERICK	150.00	428829	
317TH DISTRICT COURT			1,875.00*
TEXAS CENTER FOR JUDICIARY	45.00	428775	
CHARLES ROJAS	150.00	428778	
LAW OFFICE OF J SCOTT FREDERICK	150.00	428829	
ASHLEY CEDILLO	187.50	428834	
JUSTICE COURT-PCT 1 PL 1			532.50*
UNITED STATES POSTAL SERVICE	42.95	428788	42.95*
JUSTICE COURT-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
TAC - TEXAS ASSN. OF COUNTIES DEPARTMENT OF INFORMATION RESOURCES TEXAS JUSTICE CT. JUDGES ASSOC., INC. VERONICA MONDELLO	130.00 .37 75.00 100.00	428771 428780 428803 428839	305.37*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	36.38	428788	36.38*
JUSTICE COURT-PCT 7			
AT&T DEPARTMENT OF INFORMATION RESOURCES	31.18 .07	428768 428780	31.25*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.00	428788	2.00*
COUNTY COURT AT LAW NO. 2			
DAVID W BARLOW DONALD BOUDREAUX UNITED STATES POSTAL SERVICE SAMUEL & SON LAW FIRM PLLC	250.00 300.00 1.60 500.00	428734 428735 428788 428826	1,051.60*
COUNTY COURT AT LAW NO. 3			
KEVIN PAULA SEKALY PC JOHN D WEST UNITED STATES POSTAL SERVICE LANGSTON ADAMS LAURIE PEROZZO JONATHAN VERNON ASHLEY CEDILLO	250.00 250.00 1.60 300.00 250.00 250.00 250.00	428764 428781 428788 428793 428808 428831 428834	1,551.60*
COURT MASTER			
JUDGE LARRY GIST VERIZON WIRELESS	2,634.90 158.05	428744 428786	2,792.95*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.20	428788	1.20*
SHERIFF'S DEPARTMENT			
AT&T DEPARTMENT OF INFORMATION RESOURCES UNITED STATES POSTAL SERVICE	267.42 .20 2,148.39	428768 428780 428788	2,416.01*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS BOB BARKER CO., INC. COBURN'S, BEAUMONT BOWIE (1) KOMMERCIAL KITCHENS M&D SUPPLY MOORE SUPPLY, INC. PETTY CASH - SHERIFF'S OFFICE SANITARY SUPPLY, INC. SHERWIN-WILLIAMS AT&T DEPARTMENT OF INFORMATION RESOURCES LOWE'S HOME CENTERS, INC. ULTRA-CHEM, INC. FIVE STAR CORRECTIONAL SERVICE MATERA PAPER COMPANY INC THOMSON REUTERS-WEST 24 HR SAFETY LLC LONE STAR UNIFORMS IMPACT WASTE LLC GREENE COUNTY TREASURER	22.47 2,152.80 14.76 3,024.83 30.30 183.25 850.68 2,066.90 123.73 958.16 4.89 53.03 721.52 15,550.68 2,814.10 3,725.68 60.00 3,578.20 360.00 220.00	428729 428733 428739 428751 428752 428753 428758 428763 428766 428768 428780 428792 428794 428810 428818 428819 428825 428830 428838 428840	36,515.98*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS UNITED STATES POSTAL SERVICE	66.80 17.85	428786 428788	84.65*
CONSTABLE PCT 1			
TAC - TEXAS ASSN. OF COUNTIES VERIZON WIRELESS UNITED STATES POSTAL SERVICE	270.00 227.94 43.87	428769 428786 428788	541.81*
CONSTABLE-PCT 2			
TAC - TEXAS ASSN. OF COUNTIES VERIZON WIRELESS	165.00 100.05	428770 428786	265.05*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS	150.00 .04 113.97	428767 428780 428786	264.01*
CONSTABLE-PCT 6			
COCOMO JOE'S VERIZON WIRELESS UNITED STATES POSTAL SERVICE	325.00 113.97 27.31	428740 428786 428788	466.28*
CONSTABLE PCT. 7			
AT&T DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS	31.18 .13 113.97	428768 428780 428786	145.28*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	428786	113.97*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC. ENTERGY JOURNAL WATCH, INC. NATIONAL SAFETY COUNCIL OAKSTONE WELLNESS TOPHEALTH UNITED STATES POSTAL SERVICE CENTERPOINT ENERGY RESOURCES CORP MORBIDITY & MORTALITY WEEKLY REPORT	2,499.00 118.09 89.50 197.50 113.94 48.18 70.00 59.50	428738 428746 428749 428755 428776 428788 428800 428806	3,195.71*
HEALTH AND WELFARE NO. 2			
JOURNAL WATCH, INC. NATIONAL SAFETY COUNCIL AT&T OAKSTONE WELLNESS TOPHEALTH MORBIDITY & MORTALITY WEEKLY REPORT GREATER HOUSTON HEALTHCONNECT	89.50 197.50 31.18 113.94 59.50 75.00	428749 428755 428768 428776 428806 428833	566.62*
CHILD WELFARE UNIT			
DISA, INC. BEAUMONT OCCUPATIONAL SERVICE, INC. J.C. PENNEY'S SEARS COMMERCIAL CREDIT	2,293.00 2,226.15 3,022.89 445.05	428742 428789 428790 428791	7,987.09*
ENVIRONMENTAL CONTROL			
AT&T DEPARTMENT OF INFORMATION RESOURCES	31.21 .10	428768 428780	31.31*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	36,156.51	428820	36,156.51*
EMERGENCY MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	150.00	428785	150.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	12,150.78	428736	
ENTERGY	5,406.97	428745	
M&D SUPPLY	57.94	428752	
RALPH'S INDUSTRIAL ELECTRONICS	139.80	428762	
AT&T	5,151.61	428768	
MSC SYSTEMS	1,442.59	428777	
DEPARTMENT OF INFORMATION RESOURCES	5,208.34	428780	
OTIS ELEVATOR COMPANY	2,756.00	428797	
ATTABOY TERMITE & PEST CONTROL	477.54	428807	
			32,791.57*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	805.39	428737	
AT&T	1,343.29	428768	
DEPARTMENT OF INFORMATION RESOURCES	.17	428780	
			2,148.85*
MAINTENANCE-MID COUNTY			
ENTERGY	411.96	428745	411.96*
SERVICE CENTER			
SPIDLE & SPIDLE	8,021.20	428731	
INTERSTATE BATTERIES OF BEAUMONT/PA	247.90	428747	
MUNRO'S	39.45	428754	
PHILPOTT MOTORS, INC.	453.09	428759	
DEPARTMENT OF INFORMATION RESOURCES	.14	428780	
JEFFERSON CTY. TAX OFFICE	7.50	428782	
JEFFERSON CTY. TAX OFFICE	7.50	428783	
JEFFERSON CTY. TAX OFFICE	7.50	428784	
VOYAGER FLEET SYSTEM, INC.	14,916.57	428796	
BUMPER TO BUMPER	239.66	428799	
MIGHTY OF SOUTHEAST TEXAS	108.13	428815	
CHASE ELECTRONICS	184.00	428816	
1800RADIATOR & AC	225.00	428827	
MIDNIGHT AUTO	79.95	428837	
			24,537.59*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.62	428788	
			2.62*
MOSQUITO CONTROL FUND			186,831.54**
TIME WARNER COMMUNICATIONS	75.81	428773	
DEPARTMENT OF INFORMATION RESOURCES	.04	428780	
			75.85**
EMPG GRANT			
VERIZON WIRELESS	2,669.26	428785	
JUVENILE PROB & DET. FUND			2,669.26**
VERIZON WIRELESS	32.15	428786	
GRANT A STATE AID			32.15**
VERIZON WIRELESS	32.15	428786	
COMMUNITY SUPERVISION FND			32.15**
DEPARTMENT OF INFORMATION RESOURCES	1.46	428780	
VERIZON WIRELESS	121.08	428786	
UNITED STATES POSTAL SERVICE	49.98	428788	
			172.52**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,121.44	428736	
DEPARTMENT OF INFORMATION RESOURCES	.29	428780	

NAME

AMOUNT

CHECK NO.

TOTAL

VERIZON WIRELESS	32.15	428786	1,153.88**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	428780	533.28**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.78	428788	
LINDA MCMAHEN	18.81	428804	20.59**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	230.49	428786	230.49**
HOTEL OCCUPANCY TAX FUND			
DEPARTMENT OF INFORMATION RESOURCES	1.69	428780	1.69**
CAPITAL PROJECTS FUND			
SIEBEN EQUIPMENT SERVICE INC	6,049.14	428824	6,049.14**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES			
VERIZON WIRELESS	75.11	428780	
75.98	428786	76.09**	
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	428802	
GROUP ADMINISTRATIVE CONCEPTS INC	23,274.03	428812	
GROUP ADMINISTRATIVE CONCEPTS INC	98,035.64	428813	135,059.67**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	19,137.91	428801	19,137.91**
PAYROLL FUND			
JEFFERSON CTY. TREASURER	17,648.83	428713	
INTERNAL REVENUE SERVICE	475.00	428714	
JEFFERSON CTY. TREASURER - HEALTH	458,145.03	428715	
JEFFERSON CTY. TREASURER - GENERAL	30.00	428716	
JEFFERSON CTY. TREASURER - PAYROLL	1,686,509.70	428717	
JEFFERSON CTY. TREASURER - PAYROLL	619,111.57	428718	
TGSLC	530.35	428719	
JEFFERSON CTY. TREASURER - TCDRS	587,657.30	428720	
TENNESSEE CHILD SUPPORT	115.38	428721	
SBA - U S DEPARTMENT OF TREASURY	168.49	428722	
CALIFORNIA STATE DISBURSEMENT UNIT	155.53	428723	
U S DEPARTMENT OF TREASURY	153.62	428724	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	428725	
BELINDA M ZURITA	230.77	428726	
UNITED STATES TREASURY	2,446.30	428727	
CNTY & DIST COURT TECH FD			3,373,427.72**
VERIZON WIRELESS	227.96	428786	227.96**
MARINE DIVISION			
DEPARTMENT OF INFORMATION RESOURCES	202.24	428780	202.24**
SHERIFF - COMMISSARY			
CURTIS 1000, INC.	1,140.95	428741	1,140.95**
			4,047,214.59***

**AGENDA ITEM****January 3, 2017**

Consider and possibly approve re-appointment of Mike Doguet as JCESD No. 3 Commissioner and the appointment of Bryan Phelps as a new Commissioner for the place presently occupied by Doug Harvill, with each to serve two-year terms of office beginning on January 1, 2017 and expiring on January 1, 2019; and consider and possibly approve

\_\_\_\_\_ , as the appointment as a new Commissioner to fill the place being vacated by Rod Carroll and finish the term for same, which expires on January 1, 2018. (Mr. Douget and Mr. Harvill are appointments of Commissioner Arnold and Mr. Carroll is the appointment of Judge Branick.)

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW

3535 CALDER AVENUE, SUITE 300  
BEAUMONT, TEXAS 77706  
TELEPHONE: (409) 833-9182  
TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

December 15, 2016

**Via Email**

The Honorable Jeff Branick  
County Judge  
Jefferson County, Texas  
P. O. Box 4025  
Beaumont Texas 77704

**Via Email**

The Honorable Eddie Arnold  
Commissioner, Precinct 1  
Jefferson County, Texas  
1145 Pearl Street, 4th Floor  
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3; Re-Appointment and Appointment of ESD Commissioners with Expiring Terms of Office; B&O File No. 86971.

Dear Judge Branick and Commissioner Arnold,

We are writing today regarding the re-appointment and appointment of Commissioners for Jefferson County Emergency Services District No. 3 ("JCESD No. 3") for Places 1 and 3, which have a current term of office set to expire on January 1, 2017, and which are presently occupied by Doug Harvill (Secretary) and Mike Doguet (Assistant Treasurer).

Mr. Doguet has advised that he continues to meet the qualifications set forth in Section 775.034(a) of the Texas Health and Safety Code, and he is willing and desires to continue serving as a JCESD No. 3 Commissioner, and Mr. Doguet requests that the Commissioners' Court re-appoint him to serve for an additional term. If re-appointed, Mr. Doguet's new two-year term would commence on January 1, 2017 and expire on January 1, 2019. See Tex. Health & Safety Code § 775.034(b).

Mr. Harvill has decided not to seek re-appointment, and thus he requests that the Commissioners' Court appoint another individual who meets the qualifications set forth in Section 775.034(a) of the Texas Health and Safety Code to serve as a JCESD No. 3 Commissioner in his place. The two-year term for this new JCESD No. 3 Commissioner would also commence on January 1, 2017 and expire on January 1, 2019. See Tex. Health & Safety Code § 775.034(b).

BENCKENSTEIN & OXFORD, L.L.P.

December 15, 2016  
Page - 2 -

Lastly, as I am sure you are already aware, see attached letter of resignation from Rod Carroll, wherein he provides notice of his resignation as a JCESD No. 3 Commissioner effective December 31, 2016. Mr. Carroll's current term does not expire until January 1, 2018, and therefore a new ESD Commissioner needs to be appointed to fill his place.

Accordingly, we request that the Commissioners' Court place the following item on its next meeting agenda:

- Consider and possibly approve the re-appointment of Mike Doguet as JCESD No. 3 Commissioner, and the appointment of a new JCESD No. 3 Commissioner for the place presently occupied by Doug Harvill, with each to serve a two-year term of office beginning on January 1, 2017 and expiring on January 1, 2019; and, consider and possibly approve the appointment of a new JCESD No. 3 Commissioner to fill the place being vacated by Rod Carroll and finish the term for same, which expires on January 1, 2018.

Thank you for your consideration of the foregoing requests, and if you have any questions relating thereto or any other JCESD No. 3 matters, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

BENCKENSTEIN & OXFORD, L.L.P.

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

  
Joshua C. Heinz

JCH/jcr  
Enlosure

cc: *Via Email*  
Fred Jackson  
County Judge's Office  
P. O. Box 4025  
Beaumont Texas 77704

*Via Email*  
JCESD No. 3  
Board of Commissioners  
Doug Saunders, District Chief

Rod Carroll, CPA  
2681 S. Pine Island Rd.  
Beaumont, Texas 77713

December 12, 2016

Mr. Terrence Simon, President  
717 N. Broadway  
Jefferson County ESD #3  
China, Texas 77613

Re: Letter of Resignation

Dear Terrance:

This letter is to give notice of my resignation from the Jefferson County ESD #3 Board of Directors effective December 31, 2016. I have enjoyed my tenure on the board but due to a change in employment, I am unable to participate on the board and attend meetings. Please do not hesitate to contact me if I may be of assistance.

Best Regards,

*Rod Carroll*

Rod Carroll, CPA



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
LAW ENFORCEMENT

CHIEF GEORGE MILLER  
CORRECTIONS

CHIEF MARK DUBOIS  
SERVICES

CHIEF RON HOBBS  
NARCOTICS

RECEIVED DEC 14 2016

December 2016

Honorable Jeff Branick  
Jefferson County Judge

Commissioner Michael Sinegal  
Precinct 3

Commissioner Eddie Arnold  
Precinct 1

Commissioner Everette Alfred  
Precinct 4

Commissioner Brent Weaver  
Precinct 2

RE: Request to purchase County issued firearm by retired County Peace Officer:

**Local Government Code 170.002 on 3/2/2015**

Text of section effective until September 01, 2015

Sec. 170.002. PURCHASE OF FIREARM BY HONORABLY RETIRED LAW ENFORCEMENT OFFICER. (a) An individual may purchase a firearm from a county if:

- (1) the individual was a peace officer commissioned by the county who is honorably retired;
- (2) the firearm had been previously issued to the individual by the county; and
- (3) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a county under this section.

(c) The county commissioners court shall establish the amount, which may not exceed fair market value, for which a firearm may be purchased under this section.

Added by Acts 2011, 82nd Leg., R.S., Ch. 266 (H.B. [1379](#)), Sec. 1, eff. September 1, 2011.

**The statutes available on this website are current through the Regular Session of the 84th Legislature, June 2015. The Texas Constitution is current through the amendments approved by voters in November 2015.**

SUBCHAPTER D. PURCHASE OF FIREARM OF HONORABLY RETIRED OR DECEASED PEACE OFFICER

Sec. 614.0505. DEFINITION. In this subchapter, "governmental entity" means a state agency, a county, a municipality, or a joint board for which the constituent agencies are populous home-rule municipalities.

Added by Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 2, eff. September 1, 2015.

Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER. (a) An individual may purchase a firearm from a governmental entity if:

(1) the individual was a peace officer commissioned by the entity;

(2) the individual was honorably retired from the individual's commission by the entity;

(3) the firearm had been previously issued to the individual by the entity; and

(4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.37, eff. Sept. 1, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 3, eff. September 1, 2015.

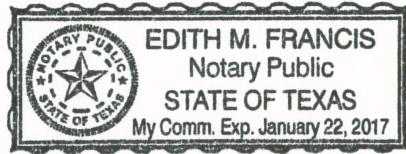
State Of Texas  
County Of Jefferson

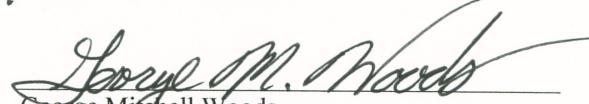
VERIFICATION

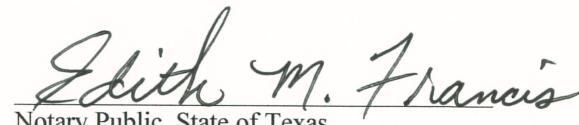
BEFORE ME, the undersigned authority, on this day did personally appeared, **GEORGE MITCHELL WOODS**, who after being duly sworn by me upon his oath deposes and states as follows:

My name is GEORGE MITCHELL "MITCH" WOODS and I have read the foregoing request to purchase my duty -issued handgun from the Jefferson County Sheriff's department. I swear and affirm that I meet all the criteria and statutory requirements to purchase this service issued weapon as provided by 170.002 of the Local Government Code and 614.002 et seq, (subchapter D. Sec. 614.0505) of the Government Code. This weapon is a Colt Officer's Model, .45 caliber, serial # LFA6742. This weapon was seized and forfeited to the county and issued into my possession on or about 1987.

Sworn to and subscribed to before me on this the 14 th day of December, 2016.



  
George Mitchell Woods,  
Sheriff Jefferson County, Texas

  
Edith M. Francis  
Notary Public, State of Texas

**RE: Request to Purchase County Issued Firearm by Retired County Peace Officer**

Gentlemen,

In accordance with 170.002 of the Local Government Code and 614.002, et seq. of the Government Code, **Sheriff George Mitchell "Mitch" Woods**, a commissioned and honorably retired peace officer, formerly the Sheriff of Jefferson County, is requesting to purchase his county issued service handgun. In support of this request to purchase this handgun, Sheriff Woods would show the court the following:

- (1) He is a retired peace officer commission by TCOLE as former Sheriff of Jefferson County Texas.
- (2) The firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas Peace Officer; and
- (3) The firearm is not a prohibited weapon as defined by 46.05 of the Texas Penal Code.

The fair market value of the handgun is estimated to be approximately \$250-\$400, taking into account the age, use and overall condition. As demonstrated by his signature on the attached verification, the requesting officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning this purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$250.00, the Treasurer shall issue a receipt to retired Sheriff George Mitchell "Mitch" Woods to complete the purchase of said duty-issued weapon. In accordance with other similar purchases of county issued weapons the court has established a cost of \$250.00. This purchase will be so recorded in the records of the Jefferson County Sheriff's Office.

- This letter has been approved as to form by Chief Civil Attorney; Kathleen Kennedy of the Jefferson County Criminal District Attorney's Office and is consistent with all other retired peace officer duty weapons purchased.

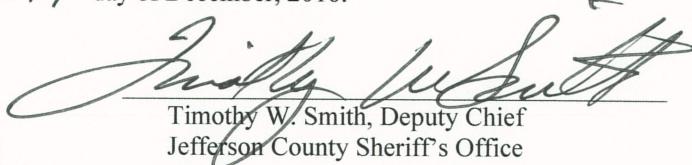
State Of Texas  
County Of Jefferson

VERIFICATION

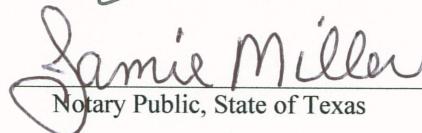
BEFORE ME, the undersigned authority, on this day did personally appeared, **Timothy W. Smith**, who after being duly sworn by me upon his oath deposes and states as follows:

My name is Timothy W. Smith and I have read the foregoing request to purchase my duty -issued handgun from the Jefferson County Sheriff's department. I swear and affirm that I meet all the criteria and statutory requirements to purchase this service issued weapon as provided by 170.002 of the Local Government Code and 614.002 et seq, (subchapter D. Sec. 614.0505) of the Government Code. This weapon is a Colt Government Model, serial # SS24645. This weapon was seized and forfeited to the county and issued into my possession on or about 1989.

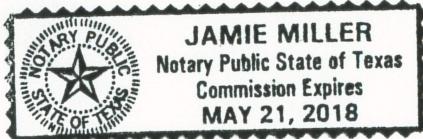
Sworn to and subscribed to before me on this the 14<sup>th</sup> day of December, 2016.



Timothy W. Smith, Deputy Chief  
Jefferson County Sheriff's Office



Notary Public, State of Texas



**RE: Request to Purchase County Issued Firearm by Retired County Peace Officer**

Gentlemen,

In accordance with 170.002 of the Local Government Code and 614.002, et seq. of the Government Code, **Deputy Chief Timothy W. Smith**, a commissioned and honorably retired peace officer, formerly the of Jefferson County Sheriff's Office, is requesting to purchase his county issued service handgun. In support of this request to purchase this handgun, Chief Smith would show the court the following:

- (1) He is a retired peace officer commission by TCOLE as former Peace Officer of Jefferson County Texas.
- (2) The firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas Peace Officer; and
- (3) The firearm is not a prohibited weapon as defined by 46.05 of the Texas Penal Code.

The fair market value of the handgun is estimated to be approximately \$250-\$400, taking into account the age, use and overall condition. As demonstrated by his signature on the attached verification, the requesting officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning this purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$250.00, the Treasurer shall issue a receipt to retired

Deputy Chief Timothy W. Smith to complete the purchase of said duty-issued weapon. In accordance with other similar purchases of county issued weapons the court has established a cost of \$250.00. This purchase will be so recorded in the records of the Jefferson County Sheriff's Office.

- This letter has been approved as to form by Chief Civil Attorney; Kathleen Kennedy of the Jefferson County Criminal District Attorney's Office and is consistent with all other retired peace officer duty weapons purchased.

State Of Texas  
County Of Jefferson

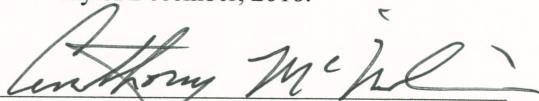
VERIFICATION

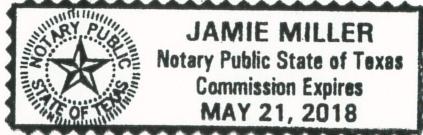
BEFORE ME, the undersigned authority, on this day did personally appeared, **Capt. Anthony McMillian**, who after being duly sworn by me upon his oath deposes and states as follows:

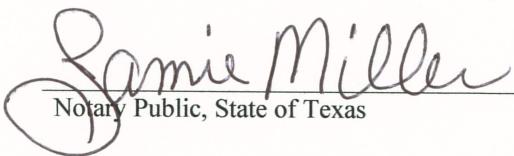
My name is Anthony McMillian and I have read the foregoing request to purchase my duty -issued handgun from the Jefferson County Sheriff's department. I swear and affirm that I meet all the criteria and statutory requirements to purchase this service issued weapon as provided by 170.002 of the Local Government Code and 614.002 et seq, (subchapter D. Sec. 614.0505) of the Government Code. This weapon is a Colt Model 1991A1 serial # CV 19527. This weapon was seized and forfeited to the county and issued into my possession for several years.

Sworn to and subscribed to before me on this the

14<sup>th</sup> day of December, 2016.

  
Anthony McMillian, Captain  
Jefferson County Sheriff's Office



  
Jamie Miller  
Notary Public, State of Texas

**RE: Request to Purchase County Issued Firearm by Retired County Peace Officer**

Gentlemen,

In accordance with 170.002 of the Local Government Code and 614.002, et seq. of the Government Code, **Anthony McMillian**, a commissioned and honorably retired peace officer, formerly the Captain of Jefferson County Sheriff's Office, is requesting to purchase his county issued service handgun. In support of this request to purchase this handgun, Capt. McMillian would show the court the following:

- (1) He is a retired peace officer commission by TCOLE as former Peace Officer of Jefferson County Texas.
- (2) The firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas Peace Officer; and
- (3) The firearm is not a prohibited weapon as defined by 46.05 of the Texas Penal Code.

The fair market value of the handgun is estimated to be approximately \$250-\$400, taking into account the age, use and overall condition. As demonstrated by his signature on the attached verification, the requesting officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning this purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$250.00, the Treasurer shall issue a receipt to retired Capt. Anthony McMillian to complete the purchase of said duty-issued weapon. In

accordance with other similar purchases of county issued weapons the court has established a cost of \$250.00. This purchase will be so recorded in the records of the Jefferson County Sheriff's Office.

- This letter has been approved as to form by Chief Civil Attorney; Kathleen Kennedy of the Jefferson County Criminal District Attorney's Office and is consistent with all other retired peace officer duty weapons purchased.



# 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 3rd day of January, 2017, 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:

WHEREAS, **Rose M. Mercier**, has devoted 24 years and 1 month of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, **Rose M. Mercier**, has dedicated her talents and pledged her services as a Peace Officer in the Transfer Department, taking into custody inmates ordered transferred with precautions from one facility within the prison system to another for the Jefferson County Sheriff's Office; and

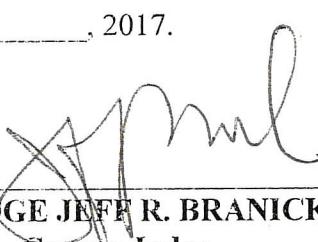
WHEREAS, **Rose M. Mercier**, has pledged her services as a Corrections Officer at the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, **Rose M. Mercier**, has earned the respect of her colleagues and the citizens of Jefferson County; and

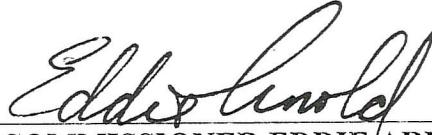
WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **Rose M. Mercier**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Rose M. Mercier**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 3rd day of January, 2017.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# 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 3rd day of January, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, **James L. Eiselstein**, has devoted 27 years and 2 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, **James L. Eiselstein**, has dedicated his talents and services as a Corrections Officer, a Sergeant, a Lieutenant and a Captain in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, **James L. Eiselstein**, has pledged his services as a Peace Officer, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County, serving as a Major in Corrections at the Jefferson County Correctional Facility, which includes performing highly supervisory and administrative work directing staff responsible for the overall operation of the facility; following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

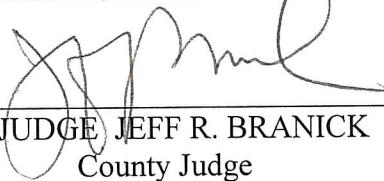
WHEREAS, **James L. Eiselstein**, has served on the Board of Directors of the Texas Jail Association for 7 years, where he trained officers throughout the State of Texas. Also, served as President of the Texas Jail Association in 2002; and

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

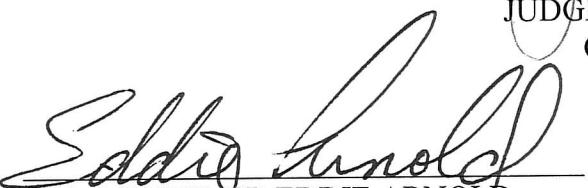
WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **James L. Eiselstein**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

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

SIGNED this 3rd day of January, 2017.

  
JUDGE JEFF R. BRANICK  
County Judge



  
EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
BRENT A. WEAVER  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
MICHAEL S. SINEGAL  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
EVERETTE D. ALFRED  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# 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 3rd day of January, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS**, *Michael D. Pieper*, has devoted 29 years and 8 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS**, *Michael D. Pieper*, has dedicated his talents and pledged his services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

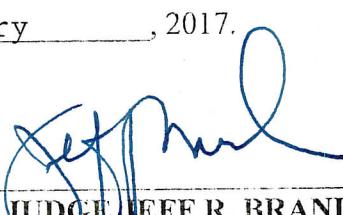
**WHEREAS**, *Michael D. Pieper*, has pledged his services as a Peace Officer, Sergeant, Lieutenant, Captain and Major, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County, serving as a Peace Officer, Sergeant, Lieutenant and Captain in the Patrol Unit, Lieutenant in the Internal Affairs Division, Captain and Major in the Training and Personnel Department, teaching of specialized law enforcement courses, workshops, and training activities to meet in-service needs and requests by the state, performing duties related to administrator applicants and hiring process, providing updated information on matters such as position vacancies, personnel regulations, policies and procedures; and

**WHEREAS**, through hard work and commitment to excellence, *Michael D. Pieper*, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, *Michael D. Pieper*, 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 *Michael D. Pieper*, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 3rd day of January, 2017.

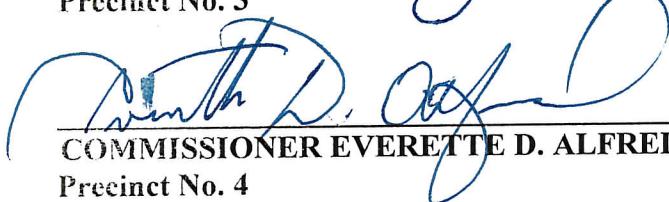
  
JUDGE JEFF R. BRANICK  
County Judge



  
EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
BRENT A. WEAVER  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
MICHAEL S. SINEGAL  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
EVERETTE D. ALFRED  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# 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 3rd day of January, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS**, *Anthony Barker Jr.*, has devoted 8 years and 10 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS**, *Anthony Barker Jr.*, has dedicated his talents and pledged his services as a Deputy/Bailiff in the Courts for Jefferson County; and

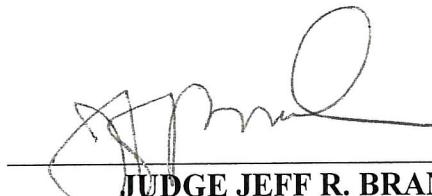
**WHEREAS**, *Anthony Barker Jr.*, has pledged his services as a Peace Officer/Bailiff, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County, serving as a Peace Officer/Bailiff. and

**WHEREAS**, through hard work and commitment to excellence, *Anthony Barker Jr.*, has earned the respect of his colleagues and the citizens of Jefferson County; and

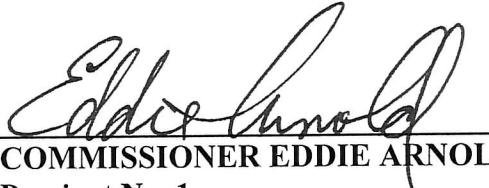
**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, *Anthony Barker Jr.*, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

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

SIGNED this 3rd day of January, 2017.

  
 JUDGE JEFF R. BRANICK  
 County Judge



  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
LAW ENFORCEMENT

CHIEF GEORGE MILLER  
CORRECTIONS

CHIEF MARK DUBOIS  
SERVICES

CHIEF RON HOBBS  
NARCOTICS

December 2016

Honorable Jeff Branick  
Jefferson County Judge

Commissioner Michael Sinegal  
Precinct 3

Commissioner Eddie Arnold  
Precinct 1

Commissioner Everette Alfred  
Precinct 4

Commissioner Brent Weaver  
Precinct 2

RE: Request to purchase County issued firearm by retired County Peace Officer:

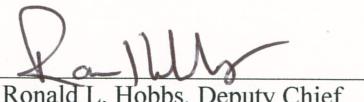
State Of Texas  
County Of Jefferson

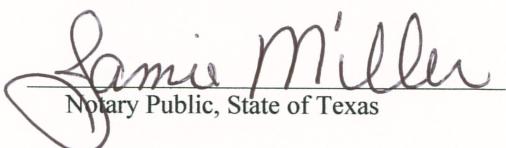
VERIFICATION

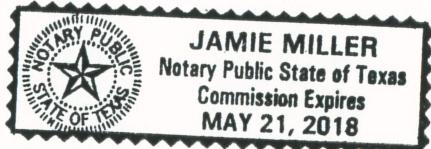
BEFORE ME, the undersigned authority, on this day did personally appeared, **Ronald L. Hobbs**, who after being duly sworn by me upon his oath deposes and states as follows:

My name is Ronald L. Hobbs and I have read the foregoing request to purchase my duty -issued handgun from the Jefferson County Sheriff's department. I swear and affirm that I meet all the criteria and statutory requirements to purchase this service issued weapon as provided by 170.002 of the Local Government Code and 614.002 et seq, (subchapter D. Sec. 614.0505) of the Government Code. This weapon is a Glock 23, 40 caliber, serial # LKK625. This weapon was seized and forfeited to the county and issued into my possession on or about 1989.

Sworn to and subscribed to before me on this **29<sup>th</sup>** day of December, 2016.

  
Ronald L. Hobbs, Deputy Chief  
Jefferson County Sheriff's Office

  
Jamie Miller  
Notary Public, State of Texas



**RE: Request to Purchase County Issued Firearm by Retired County Peace Officer**

Gentlemen,

In accordance with 170.002 of the Local Government Code and 614.002, et seq. of the Government Code, **Deputy Chief Ronald L. Hobbs**, a commissioned and honorably retired peace officer, formerly the of Jefferson County Sheriff's Office, is requesting to purchase his county issued service handgun. In support of this request to purchase this handgun, Chief Hobbs would show the court the following:

- (1) He is a retired peace officer commission by TCOLE as former Peace Officer of Jefferson County Texas.
- (2) The firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas Peace Officer; and
- (3) The firearm is not a prohibited weapon as defined by 46.05 of the Texas Penal Code.

The fair market value of the handgun is estimated to be approximately \$250-\$400, taking into account the age, use and overall condition. As demonstrated by his signature on the attached verification, the requesting officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning this purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$250.00, the Treasurer shall issue a receipt to retired

Deputy Chief Ronald L. Hobbs to complete the purchase of said duty-issued weapon. In accordance with other similar purchases of county issued weapons the court has established a cost of \$250.00. This purchase will be so recorded in the records of the Jefferson County Sheriff's Office.

- This letter has been approved as to form by Chief Civil Attorney; Kathleen Kennedy of the Jefferson County Criminal District Attorney's Office and is consistent with all other retired peace officer duty weapons purchased.



**AGENDA ITEM**

**January 3, 2017**

Receive and file executed Certificate for Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds.

**AGENDA ITEM****December 12, 2016**

Consider, possibly approve and authorize the County Judge to execute a Certificate for Order and adoption of an Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B pursuant to Section 23, Chapter 197, Acts of the 58<sup>th</sup> Legislature, Regular Session, 1963. (This order is substantially identical to the order adopted on September 22, 2008 relating to the Port's last unlimited tax bonds issued in 2008.)

## MEMORANDUM

LAW OFFICES  
MC CALL, PARKHURST & HORTON L.L.P.

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
FACSIMILE: 214 754-9250

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
FACSIMILE: 512 472-0871

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
FACSIMILE: 210 225-2984

TO: Jeff Branick, County Judge  
Jefferson County

FROM: Gregory B. Salinas

DATE: December 6, 2016

RE: Agenda item and order for the Jefferson County Commissioners Court meeting to be held on Monday, December 12, 2016 relating to certain unlimited tax refunding bonds of the Port of Port Arthur Navigation District of Jefferson County, Texas

As you may recall from the issuance of unlimited tax bonds by the Port of Port Arthur Navigation District of Jefferson County, Texas (the "Port") in 2008 (during the Hurricane Ike event), the Commissioners Court of Jefferson County adopted an order levying the taxes necessary to pay those bonds of the Port. The reason the Commissioners Court adopted the order is that the Port's enabling legislation contains a provision which reads "*The Commissioners Court of Jefferson County, Texas, shall, upon the requisition of the Board of Port Commissioners, levy taxes necessary to pay the interest on the bonded debt and to create a sinking fund to retire the principal thereof . . .*" Section 23, Chapter 197, Acts of the 58th Legislature, Regular Session, 1963. The Texas Attorney General's Office, which approves the Port's bonds, believes the Commissioners Court must take affirmative action levying the taxes to pay the bonds of the Port.

The Board of Port Commissioners (the "Port Board") of the Port has authorized the sale and issuance of its Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B (the "2016 Bonds") to refund the 2008 bonds for savings. The Port requests the following item be included in the agenda of the regularly scheduled Jefferson County Commissioners Court meeting on Monday, December 12, 2016:

"Adoption of an order levying taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B"

Attached is the form of order of the Commissioners Court is requested to adopt on Monday, December 12, 2016, relating to the 2016 Bonds. This order is substantially identical to the order adopted by the Commissioners Court on September 22, 2008 relating to the Port's last unlimited tax bonds issued in 2008. By December 12, 2016, the Port will provide to the Commissioners Court certified copies of the order of the Port Board, adopted on October 19, 2016, which will be the "requisition" to the Commissioners Court to make the tax levy set forth in the order.

I understand that the Commissioners Court meeting on December 12 is a regularly scheduled meeting and note that Section 81.006, Texas Local Government Code, requires at least four member quorum of the Commissioners Court to levy a tax.

The order to be adopted by the Commissioners Court only levies taxes relating to the 2016 Bonds of the Port and is the Port's tax (being levied by the Commissioners Court). There is no impact on Jefferson County's credit. The Bonds are not obligations of Jefferson County and shall not be construed to constitute an indebtedness or pledge of the credit of the county. Such tax is not a tax of Jefferson County, but is a tax of the Port relating to the Bonds.

If you have any questions, please do not hesitate to call me at 512-478-3805 or Scot Sheldon, General Counsel to the Port, at 409-835-3891.

cc: Floyd Gaspard, Port  
Scot Sheldon, Moore Landrey, LLP

## CERTIFICATE FOR ORDER

STATE OF TEXAS  
COUNTY OF JEFFERSON

We, the undersigned officers of Jefferson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 12TH DAY OF DECEMBER, 2016, at the County Courthouse in Beaumont, Texas (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

Jeff Branick - County Judge  
Eddie Arnold - County Commissioner, Precinct 1  
Brent Weaver - County Commissioner, Precinct 2  
Michael Sinegal- County Commissioner, Precinct 3  
Everette "Bo" Alfred - County Commissioner, Precinct 4

and all of the persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas  
Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: 5

NOES: 0

2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was

open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.

**SIGNED AND SEALED** the 12<sup>th</sup> day of December, 2016.

*Carolyn L. Hunday*  
County Clerk

*[Signature]*  
County Judge



ORDER LEVYING TAXES FOR PORT OF PORT ARTHUR NAVIGATION  
DISTRICT OF JEFFERSON COUNTY, TEXAS UNLIMITED TAX  
PORT REFUNDING BONDS, SERIES 2016A AND TAXABLE SERIES 2016B

STATE OF TEXAS  
COUNTY OF JEFFERSON

WHEREAS, the Port of Port Arthur Navigation District of Jefferson County, Texas (the "District") has authorized the issuance of the District's Unlimited Tax Port Refunding Bonds, Series 2016A and its Unlimited Tax Port Refunding Bonds, Taxable Series 2016B in an aggregate principal amount not to exceed \$25,000,000 (collectively, the "Bonds") and has requisitioned the Commissioners Court to levy taxes to pay such Bonds; and

WHEREAS, Chapter 197, Acts of the 58th Texas Legislature, Regular Session, 1963, as amended, requires the Commissioners Court, upon such requisition, to levy such taxes; therefore

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT  
OF JEFFERSON COUNTY, TEXAS:

That during each year while any of the Bonds or interest thereon are outstanding and unpaid, there shall be computed and ascertained a rate and amount of ad valorem tax that will be sufficient to raise and produce the money necessary to pay the interest on the Bonds and to create a sinking fund to retire the principal of the Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection and said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the District for each year while any of the Bonds or interest thereon are outstanding and unpaid. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

PASSED AND APPROVED this 12<sup>TH</sup> day of December, 2016.

### County Judge

ATTEST:

Carolyn L. Gandy  
County Clerk

(COM GFSI)



RECEIVED DEC 09 2016

## LAW OFFICES

## MCALL, PARKHURST &amp; HORTON L.L.P.

717 NORTH HARWOOD SUITE 900 DALLAS, TEXAS 75201-6587 TELEPHONE: 214 754-9200 FACSIMILE: 214 754-9250	600 CONGRESS AVENUE SUITE 1800 AUSTIN, TEXAS 78701-3248 TELEPHONE: 512 478-3805 FACSIMILE: 512 472-0871	700 N. ST. MARY'S STREET SUITE 1525 SAN ANTONIO, TEXAS 78205-3503 TELEPHONE: 210 225-2800 FACSIMILE: 210 225-2984
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December 8, 2016

**VIA OVERNIGHT COURIER**

Mr. Jeff Branick, County Judge  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

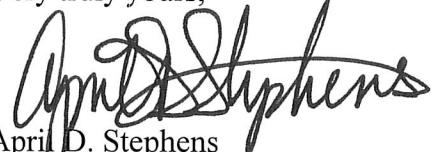
Re: December 12, 2016 Commissioners Court Meeting in connection with the Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds, Series 2016A and the Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds, Taxable Series 2016B

Dear Judge Branick:

In connection with the referenced matters and Commissioners Court meeting, I am enclosing a certified Order of the Board of Port Commissioners of the Port of Port Arthur Navigation District of Jefferson County, Texas, adopted on October 19, 2016. Section 8 of the enclosed Order shall constitute the requisition to the Commissioners Court to make the tax levy set forth therein.

Please call if you have questions or comments.

Very truly yours,

  
April D. Stephens  
Legal Assistant

\ads

Enclosures

## CERTIFICATE OF RESOLUTION

**THE STATE OF TEXAS** §  
**PORT OF PORT ARTHUR NAVIGATION DISTRICT** §  
**OF JEFFERSON COUNTY, TEXAS** §

We, the undersigned officers of the Board of Port Commissioners (the "Board") of the Port of Port Arthur Navigation District of Jefferson County, Texas (the "Issuer"), hereby certify as follows:

1. The Board convened in a REGULAR MEETING ON THE 19TH DAY OF OCTOBER, 2016, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

John Comeaux, President	Norris Simon, Jr.
Raymond C. Johnson, Vice President	Mark Underhill
Linda Turner Spears, Secretary/Treasurer	

and all of said persons were present, except the following absentees: John Comeaux, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**ORDER AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE  
 SERIES OF PORT OF PORT ARTHUR NAVIGATION DISTRICT OF  
 JEFFERSON COUNTY, TEXAS UNLIMITED TAX PORT REFUNDING  
 BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING  
 AGENT/REGISTRAR AGREEMENT, AN ESCROW AGREEMENT AND  
 OTHER RELATED DOCUMENTS; ESTABLISHING PROCEDURES FOR  
 SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS;  
 AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE  
 OF THE BONDS**

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: 4

NOES: 0

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated

therein; and that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Resolution has not been modified, amended or repealed and the Resolution remains in full force and effect as of this date.

-----

**SIGNED AND SEALED** this October 19, 2016.

  
\_\_\_\_\_  
Linda Turner Spear  
Secretary, Board of Port Commissioners

  
\_\_\_\_\_  
John A. Comeau  
President, Board of Port Commissioners

(SEAL)

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ORDER  
AUTHORIZING THE ISSUANCE OF  
PORT OF PORT ARTHUR NAVIGATION DISTRICT  
OF JEFFERSON COUNTY, TEXAS  
UNLIMITED TAX PORT REFUNDING BONDS

Adopted October 19, 2016

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**WHEREAS**, at an election held on May 10, 2008, the voters of the Issuer approved two propositions to authorize the issuance of Series 2008A Bonds (in part) and the Series 2008B Bonds (the "Bond Election"); and

**WHEREAS**, the voters of the Issuer in the Bond Election also authorized the Board of Port Commissioners (the "Board") of the Issuer to issue (i) \$15,000,000 in refunding bonds for the Series 2008B Bonds (one and one half times the amount of bonds issued for the Series 2008A Bonds under Proposition No. 1 of the Bond Election) and (ii) \$11,745,000 in refunding bonds for the Series 2008A Bonds (one and one half times the amount of bonds issued for the Series 2008A Bonds under Proposition No. 2 of the Bond Election); and

**WHEREAS**, the Board of the Issuer deems it to be in the best interest of the Issuer to issue such refunding bonds authorized by the Bond Election as is necessary to accomplish refunding of the Refunded Bonds as provided in this order (this "Order") and the Pricing Certificate; and

**WHEREAS**, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") and Chapter 1371, Texas Government Code, as amended ("Chapter 1371") authorize the Issuer to issue one or more series of refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Bonds, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

**WHEREAS**, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is the paying agent for the Refunded Bonds; and

**WHEREAS**, all the Refunded Bonds mature prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

**WHEREAS**, the bonds authorized by this Order are being issued and delivered pursuant to law, including Chapters 1207 and 1371 and other applicable laws; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

**THEREFORE, BE IT ORDERED BY THE BOARD OF PORT COMMISSIONERS OF PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS:**

**Section 1. RECITALS.** The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

**Section 2. AMOUNT, NAME, PURPOSE AND AUTHORIZATION.** One or more series of the Bonds designated the "PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS UNLIMITED TAX PORT REFUNDING BONDS," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapters 1207 and 1371. One or more series of the Bonds shall be issued in the aggregate principal amount not to exceed \$25,000,000 for the purpose of providing funds for (i) refunding the Refunded Bonds and (ii) paying the costs of issuing the Bonds.

**Section 3. DEFINITIONS.** For all purposes of this Order, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Order have the meanings assigned to them in Exhibit "A".

**Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION.** (a) Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, which may be in the form of Taxable Bonds or Tax-Exempt Bonds and Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than March 1, 2026, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in each Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Order. The Bonds shall be designated by the year in which a series of Bonds are awarded. The authority of the Pricing Officer to execute and deliver a Pricing Certificate for one or more series of the Bonds shall expire at 5:00 P.M. central daylight savings time on October 18, 2017. Bonds priced on or before October 18, 2017 may close after such date.

(b) As authorized by Chapter 1207.007, Texas Government Code, as amended, and Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the Issuer in selling and delivering one or more series of the Bonds, determining which of the Refundable Bonds shall be refunded and constitute Refunded Bonds under this Order and carrying out the other procedures specified in this Order, including determining and fixing the Bonds as Taxable Bonds or Tax-Exempt Bonds, the date of each series of the Bonds, any additional or different designation or title by which each series of the Bonds shall be known, including a designation of "Taxable" or Tax-Exempt" as may be determined by the Pricing Officer, the price at which one or more series of the Bonds will be sold, the years in which one or more series of the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which each series of the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, limiting the types of securities and obligations that may be used as Defeasance Securities and all other matters relating to the issuance, sale, and delivery of each series of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in each Pricing Certificate;

provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.0% of the principal amount of the Refunded Bonds, net of any Issuer contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 2, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the method of sale and final terms and conditions of each series of the Bonds as set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in each Pricing Certificate will be, in the Issuer's best interest and shall have the same force and effect as if such determination were made by the Board, and the Pricing Officer is hereby authorized to make and include in each Pricing Certificate an appropriate finding to that effect. Each Pricing Certificate is hereby incorporated by reference into and made a part of this Order.

(c) To achieve advantageous borrowing costs for the Issuer, each series of the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell each series of the Bonds by a negotiated, placement or competitive sale, the Pricing Officer shall take into account the financial condition of the Issuer, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on each series of the Bonds.

If the Pricing Officer determines that a series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to sell the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms. The Pricing Officer, acting for and on behalf of the Issuer, is authorized to enter into and carry out a bond purchase contract or other agreement for the Bonds to be sold by negotiated sale or placement at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 4(b) above. Each bond purchase contract or other agreement shall be substantially in the form and substance previously approved by the Issuer in connection with previous refunding with such changes as the Pricing Officer executing the same may approve, such approval to be received by execution of such contract or agreement including any provisions determined to be necessary by the Pricing Officer and Bond Counsel in the event that such series of Bonds is being sold in a forward delivery transaction.

If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Resolution to effect such private placement, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions of Section 18 hereof relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

**Section 5. REDEMPTION.** (a) Right of Redemption. The Issuer reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and each Pricing Certificate. The Issuer, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(b) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Bondholder at the address shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the

satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(c) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the Issuer defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Order have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**Section 6. CHARACTERISTICS OF THE BONDS.** (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of such eligible institution as may be selected by the Pricing Officer in the Pricing Certificate to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall at all times maintain an office in the State of Texas or shall keep a copy of the Registration Books in the State of Texas. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers

of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Subchapter D, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner of such Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof; (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least fifty (50) days prior to any such redemption date unless a shorter time is acceptable to the Paying Agent/Registrar), (iii) may be transferred and

assigned; (iv) may be converted and exchanged for other Bonds; (v) shall have the characteristics; (vi) shall be signed, sealed, executed and authenticated; (vii) the principal of and interest on the Bonds shall be payable; and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC

Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(h) DTC Blanket Letter of Representations. The Issuer confirms execution of a Blanket Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the President and Secretary of the Board of Directors of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

**Section 7. FORM OF BONDS.** The form of the Bond, the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

**FORM OF BONDS\***

<b>R-</b>	<b>UNITED STATES OF AMERICA</b> <b>STATE OF TEXAS</b> <b>PORT OF PORT ARTHUR NAVIGATION DISTRICT</b> <b>OF JEFFERSON COUNTY, TEXAS</b> <b>UNLIMITED TAX PORT REFUNDING BOND, _____*</b>	<b>PRINCIPAL AMOUNT</b> <b>\$ _____</b>
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**[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]\***

<b><u>INTEREST RATE</u></b>	<b><u>MATURITY DATE</u></b>	<b><u>DATE OF BOND</u></b> * _____	<b><u>CUSIP NO.</u></b>
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**REGISTERED OWNER:**

<b>PRINCIPAL AMOUNT:</b>	<b>DOLLARS</b>
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**ON THE MATURITY DATE** specified above, the **PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS** (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months)

\* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

from \_\_\_\_\_\* at the Interest Rate per annum specified above, payable on \_\_\_\_\_\*, and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

**THE PRINCIPAL OF AND INTEREST ON** this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated office for payment of \_\_\_\_\_\*, \_\_\_\_\_\* which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal office for payment of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Bonds shall be payable in the regular manner described above). The Issuer covenants with the Registered Owner of this Bond that on or

\* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" referred to in and maintained by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Terms used in this Bond and not otherwise defined shall have the meaning given in the Bond Order.

**DURING ANY PERIOD** in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

**[FORM OF FIRST PARAGRAPHS  
OF PREMIUM COMPOUND INTEREST BOND]\***

<b>NO. PC-</b>	<b>MATURITY</b>		
	<b>AMOUNT</b>		
	\$ _____		
<b><u>INTEREST RATE</u></b>	<b><u>ISSUANCE DATE</u></b>	<b><u>DATE OF BONDS</u></b>	<b><u>MATURITY DATE</u></b>
	* _____		

**REGISTERED OWNER:**

**MATURITY AMOUNT:**

**ON THE MATURITY DATE SPECIFIED ABOVE, PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS** (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* at the yield shown on such table.

**THE MATURITY AMOUNT** of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the

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\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

designated office for payment of \_\_\_\_\_\*, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

**[FORM OF REMAINDER OF EACH BOND]\***

**IF THE DATE** for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the principal office for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business (each a "Non-Business Day"), then the date for such payment shall be the next succeeding day which is not a Non-Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS BOND** is one of a series of Bonds dated as of \_\_\_\_\_\* and authorized to be issued pursuant to the Bond Order adopted by the Board of Port Commissioners of the Issuer in the principal amount of \$ \_\_\_\_\_\* [constituting \$ \_\_\_\_\_\* Current Interest Bonds and \$ \_\_\_\_\_\* Premium Compound Interest Bonds]\* \*\* for the purpose of providing funds for (i) refunding the Refunded Bonds and (ii) paying the costs of issuing the Bonds.

**ON \_\_\_\_\_\* OR ON ANY DATE THEREAFTER**, the Bonds maturing on and after \_\_\_\_\_\* may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

\* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

\*\* To be included only if Current Interest Bonds and Premium Capital Appreciation Bonds are both issued and completed as determined by the Pricing Officer in the Pricing Certificate.

[THE BONDS MATURING ON \_\_\_\_\_ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

<u>Term Bonds Maturing on _____, 20</u>	
Redemption Date	Principal Amount
_____, 20 ____	\$ _____
_____, 20 ____ <sup>†</sup>	\$ _____ <sup>†</sup>

<sup>†</sup> Final Maturity

**THE PRINCIPAL AMOUNT** of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]\*

[AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.]\*

\* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**ALL BONDS OF THIS SERIES** are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Bond or portion thereof shall be paid by the Issuer, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds [(i)]\* during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date [or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of an unredeemed balance of the Current Interest Bond]\*.

**WHENEVER** the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

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\* To be included only if Current Interest Bonds and Premium Capital Appreciation Bonds are both issued and completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**IT IS HEREBY** certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that this Bond is payable from ad valorem taxes, within the limits prescribed by law.

**BY BECOMING** the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the Issuer.

**IN WITNESS WHEREOF**, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Port Commissioners of the Issuer, and countersigned with the manual or facsimile signature of the Secretary of the Board of Port Commissioners of the Issuer and the official seal of the Issuer has been duly impressed, or placed in facsimile, on this Bond.

(facsimile signature)

Secretary, Board of Port Commissioners

(facsimile signature)

President, Board of Port Commissioners

(SEAL)

**FORM OF REGISTRATION CERTIFICATE**  
**OF THE COMPTROLLER OF PUBLIC ACCOUNTS:**

**COMPTROLLER'S REGISTRATION CERTIFICATE:**

**REGISTER NO. \_\_\_\_\_**

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts  
of the State of Texas

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE****PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

*(To be executed if this Bond is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)*

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in exchange for a bond or bonds, or a portion of a bond or bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT:****ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned Registered Owner of this Bond, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Bond and all rights hereunder unto \_\_\_\_\_

/ \_\_\_\_\_ /  
(Assignee's Social Security or  
Taxpayer Identification Number)

\_\_\_\_\_  
(Please print or typewrite Assignee's name and address,  
including zip code)

and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

### INSERTIONS FOR THE INITIAL BONDS\*

(i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED ABOVE,** the Port of Port Arthur Navigation District of Jefferson County, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_\* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates
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(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_\* at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_\* and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. \_\_\_\_\_" shall be deleted.

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\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

B. the first paragraph shall be deleted and the following will be inserted:

**"THE PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS** (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on \_\_\_\_\_\* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Year</u>	<u>Maturity Amounts</u>	<u>Interest Rates</u>
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(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

**Section 8. TAX LEVY.** A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

Chapter 197, Acts of the 58<sup>th</sup> Legislature, Regular Session, 1963, as amended (the "Act"), requires the Board to cause a tax to be levied on all property in the Issuer sufficient to pay the interest on the Bonds, together with an additional amount sufficient to redeem and discharge the Bonds at their maturity and requires the Commissioners Court of Jefferson County, upon requisition of the Board, to levy taxes necessary to pay interest on the Bonds and to create a sinking fund to retire the principal thereof. Accordingly, a certified copy of this Order shall be delivered to the Commissioners Court of Jefferson County, Texas, and shall constitute a requisition of the Board for the levy by the Commissioners Court of a continuing direct annual ad valorem tax on all taxable property in the Issuer sufficient, without legal limit as to rate, to pay the principal of and interest on the Bonds.

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\* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

During each year while any of the Bonds or interest thereon are outstanding and unpaid, there shall be computed and ascertained a rate and amount of ad valorem tax that will be sufficient to raise and produce the money necessary to pay the interest on the Bonds and to create a sinking fund to retire the principal of the Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection and said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, (by such requisition upon the Commissioners Court of Jefferson County) against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 9. METHOD OF AMENDMENT**. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (v) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the original principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in original principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in original principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) ~~Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.~~

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in original principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such bonds on the registration books kept by the Paying Agent/Registrar.

**Section 10. DEFEASANCE OF BONDS.** (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (c) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 9(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

**Section 11. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.**

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1206, Subchapter B, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

**Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION AND CUSIP NUMBERS.** The President of the Board of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the

option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds.

The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the President of the Board and the President of the Board is hereby authorized to execute such engagement letter.

**Section 13. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.** (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

- (1) to use all proceeds of the Tax-Exempt Bonds for the payment of principal, interest and redemption premium, if any, on the Refunded Bonds refunded by the Tax-Exempt Bonds;
- (2) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Bonds refunded by the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Bonds refunded by the Tax-Exempt Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;
- (3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Bonds refunded by the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Tax Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less for current refundings and 30 days or less for advance refundings until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(8) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds not expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Executive Port Director of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 14. TAXABLE BONDS.** In connection with the issuance of any series of Taxable Bonds, the Pricing Officer may establish additional accounts or funds as necessary to distinguish Taxable Bonds proceeds from Tax-Exempt proceeds.

**Section 15. APPROVAL OF OFFICIAL STATEMENT.** The Pricing Officer is hereby authorized to approve the Preliminary Official Statement and the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The Issuer further approves the distribution of such Official

Statement in the reoffering of the Bonds by the underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

**Section 16. INSURANCE PROVISIONS.** In connection with the sale of the Bonds, the Issuer may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations to guarantee the full and complete payment required to be made by or on behalf of the Issuer on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Order.

**Section 17. FURTHER PROCEDURES.** The President or Vice President and Secretary of the Board of the Issuer, the Executive Port Director of the Issuer and all other officers, employees and agents of the Issuer, and each of them, shall be and are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer the Letter of Representation with DTC regarding the Book-Entry-Only System attached hereto, the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, and all other instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Letter of Representation, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The President of the Board of the Issuer and the Executive Port Director of the Issuer are authorized and directed to deposit sufficient amounts of the proceeds derived from the sale of the Bonds, together with lawfully available funds on hand, if any, with the paying agents for the Refunded Bonds in order to refund such obligations.

**Section 18. CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the Issuer as determined by the Pricing Officer at the time each series of the Bonds are sold. Each Pricing Certificate shall specify such financial information and operating data. Any financial

statements to be so provided shall be (1) prepared in accordance with the generally accepted accounting principles or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The Issuer shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;

- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the Issuer;
- M. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The Issuer shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with Section 10 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR

TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

**Section 19. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT.** (a) Paying Agent/Registrar Agreement. The Pricing Officer is authorized to enter into and carry out the Paying Agent/Registrar Agreement by and between the Issuer and the Paying Agent/Registrar with respect to each series of Bonds in substantially the form approved by the Issuer in connection with outstanding bonds.

(b) Escrow Agreement. The discharge and defeasance of Refunded Bonds shall be effectuated pursuant to the terms and provisions of one or more Escrow Agreements, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any

insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the Issuer by the underwriters or purchasers, (b) to maximize the Issuer's present value savings and/or to minimize the Issuer's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order; and, the Pricing Officer is hereby authorized to select the Escrow Agent and to execute and deliver such Escrow Agreement, on behalf of the Issuer, in multiple counterparts.

(c) Redemption Prior to Maturity of Refunded Bonds. To maximize the Issuer's present value savings and to minimize the Issuer's costs of refunding, the Issuer hereby authorizes and directs that certain of the Refunded Bonds shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in each Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Bonds, in the manner required by the documents authorizing the issuance of such Refunded Bonds.

(d) Purchase of Defeasance Securities. A Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Bonds, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in each Escrow Agreement.

**Section 20. DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

- (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer, or any official, officer or employee of the Issuer in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the

Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Board.

(iv) None of the members of the Board, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Order, or because of any Event of Default or alleged Event of Default under this Order.

**Section 21. REFUNDING OF REFUNDED BONDS AND NOTICE OF REDEMPTION**

**OF REFUNDED BONDS.** (a) That concurrently with the delivery of the Bonds, the Pricing Officer shall cause to be deposited an amount from the proceeds of the sale of the Bonds with the Escrow Agent sufficient, together with other legally available funds of the Issuer, to provide for the refunding and defeasance of the Refunded Bonds. The Pricing Officer is further authorized and directed to apply and there is hereby appropriated such moneys of the Issuer, including any excess funds attributable to the interest and sinking fund for the Refunded Bonds, as are necessary to fund the escrow fund to be established by the Escrow Agreement with amounts sufficient to provide for the defeasance of the Refunded Bonds on the date of delivery of the Bonds.

(b) The respective paying agent or paying agents for the Refunded Bonds are directed to mail the appropriate notices of redemption as required by the order authorizing the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue to the relevant paying agents of any of the Refunded Bonds the respective Notice of Redemption with respect to the Refunded Bonds in substantially the form set forth in the Pricing Certificate.

**Section 22. NOTICE TO REFUNDED BONDS PAYING AGENT.** Said Refunded Bonds are so called for redemption, subject to the delivery of the Bonds, and the paying agent bank for the Refunded Bonds is hereby directed to make appropriate arrangements so that the Refunded Bonds

may be redeemed on the redemption date.

**Section 23. DEFEASANCES.** The refunding of the Refunded Bonds may result in the partial defeasances of certain maturities of the Refunded Bonds. In such case, the paying agent/registrar for such series of Refunded Bonds is hereby instructed to designate at random and by lot which of said Refunded Bonds being partially defeased will be payable from and secured by the Escrow Fund and which of said outstanding bonds will be secured solely from ad valorem taxes of the Issuer pursuant to the order of the Issuer authorizing the issuance of such Refunded Bonds. For purposes of such determination and designation, all of said Refunded Bonds registered in denominations greater than \$5,000 principal amount or maturity value, as the case may be, shall be considered to be registered in separate \$5,000 denominations of principal amount or maturity amount, as the case may be. The paying agent/registrar for such series of Refunded Bonds shall notify by first-class mail all registered owners of said bonds of the defeasances. The paying agent/registrar for such series of Refunded Bonds shall prepare an appropriate notice of defeasance for the Refunded Bonds and shall notify by first-class mail all registered owners of said bonds of the defeasances.

**Section 24. APPROPRIATION.** The Issuer hereby appropriates from current funds on hand and directs to the Interest and Sinking Fund relating to the Bonds of an amount sufficient to pay the interest, if any, as determined in the Pricing Certificate, scheduled to come due on the Bonds during the period such appropriation is required by the Attorney General of Texas.

**Section 25. GOVERNING LAW.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 26. SEVERABILITY.** If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

**Section 27. PAYMENT OF ATTORNEY GENERAL FEE.** The Issuer hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the Issuer's staff is hereby instructed to take the necessary measures to make this payment. The Issuer is also authorized to reimburse the appropriate Issuer funds for such payment from proceeds of the Bonds.

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## Exhibit A

### DEFINITIONS

As used in this Order, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

*"Accreted Value"* means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

*"Accretion Table"* means the exhibit attached to each Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

*"Authorized Denominations"* means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

*"Board"* or *"Board of Port Commissioners"* mean the Board of Port Commissioners of Port of Port Arthur Navigation District of Jefferson County, Texas.

*"Bond Insurer"* or *"Insurer"* means the provider of a municipal bond insurance policy for the Bonds as determined by the Pricing Officer in each Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

*"Bonds"* means the "Port of Port Arthur Navigation District Unlimited Tax Port Refunding Bonds."

*"Book-Entry-Only System"* means the book-entry system of bond registration provided in Section 6, or any successor system of book-entry registration.

*"Business Day"* means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

*"Cede & Co."* means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

*"Compounded Amount"* means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

*"Compounding Dates"* means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

*"Current Interest Bonds"* means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

*"Defeasance Securities"* means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Port Commissioners adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Port Commissioners adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the Pricing Officer may elect in the Pricing Certificate to modify the definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the Issuer to do so.

*"Depository"* means one or more official depository banks of the Issuer.

*"DTC"* means ~~The Depository Trust Company, New York, New York and its successors and assigns.~~

*"DTC Participant"* means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

*"Escrow Agent"* means the financial institution selected by the Pricing Officer to perform such function in the Pricing Certificate or any successor escrow agent under the Escrow Agreement.

*"Escrow Agreement"* means the agreements by and between the Issuer and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

*"Federal Securities"* as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

*"Fiscal Year"* means the twelve-month accounting period used by the Issuer in connection with the operation of the System, currently ending on July 31 of each year, which may be any twelve

consecutive month period established by the Issuer, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

*"Holder," "Holders," "Owners" or "Registered Owners"* means any person or entity in whose name a Bond is registered in the Security Register, for any Bond.

*"Initial Bonds"* means the Bonds authorized, issued, and initially delivered as provided in Section 6 of this Order.

*"Insurance Policy"* means an insurance policy, if any, issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

*"Insurance"* means any bond insurer of a series of the Bonds.

*"Interest and Sinking Fund"* means the special fund maintained by the provisions of Section 8 of this Order.

*"Interest Payment Date"* means a date on which interest on the Bonds is due and payable.

*"Issuance Date"* means the date of delivery of the Bonds.

*"Issuer"* means the Port of Port Arthur Navigation District of Jefferson County, Texas.

*"MSRB"* means the Municipal Securities Rulemaking Board.

*"Order"* means this order finally adopted by the Board of Commissioners on October 19, 2016.

*"Outstanding"*, when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Order, except:

- (1) Bonds theretofore cancelled and delivered to the Issuer or delivered to the Paying Agent/Registrar for cancellation;
- (2) Bonds deemed paid pursuant to the provisions of Section 10 of this Order;
- (3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Order
- (4) Bonds under which the obligations of the Issuer have been released, discharged or extinguished in accordance with the terms thereof.

*"Permitted Investments"* means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

*"Premium Compound Interest Bonds"* means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

*"Pricing Certificate"* means each Pricing Certificate of the Issuer's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of each series of the Bonds.

*"Pricing Officer"* means the Executive Port Director of the Issuer, acting as the designated pricing officer of the Issuer to execute the Pricing Certificate. In the absence of the Executive Port Director of the Issuer, the Deputy Port Director of the Issuer may act as the designated pricing officer of the Issuer to execute the Pricing Certificate.

*"Rating Agency"* means any nationally recognized securities rating agency which has assigned, at the request of the Issuer, a rating to the Bonds.

*"Record Date"* means Record Date as defined in the Form of Bonds in Section 7.

*"Redemption Date"* means a date fixed for redemption of any Bond pursuant to the terms of this Order.

*"Refunded Bonds"* means those Refundable Bonds designated by the Pricing Officer in each Pricing Certificate to be refunded.

*"Refundable Bonds"* means all or a portion of the Issuer's outstanding debt obligations.

*"Register"* or *"Registration Books"* means the registry system maintained on behalf of the Issuer by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

*"Replacement Bonds"* means the Bonds authorized by the Issuer to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in 11 of this Order.

*"Rule"* means SEC Rule 15c2-12, as amended from time to time.

*"SEC"* means the United States Securities and Exchange Commission.

*"Taxable Bonds"* means the series of Bonds bearing interest at a taxable interest rate.

*"Tax-Exempt Bonds"* means the series of Bonds bearing interest which is excludable from gross income for Federal taxation purposes pursuant to section 103 of the Code.

3 PGS  
OATH

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 512-463-6334  
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 Filing Fee: None

**STATEMENT OF OFFICER****Statement**

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

Title of Position to Which Elected/Appointed: Jefferson County Commissioner Precinct 1

**Execution**

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

Date: 12/21/2016

Eddie Arnold  
Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

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Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334

Filing Fee: None



**OATH OF OFFICE**

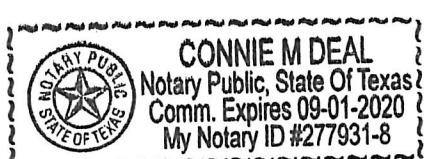
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Eddie Arnold, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Jefferson County Commissioner Precinct 1 of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Eddie Arnold  
 Signature of Officer

State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this

(seal)



21st day of December, 2016  
Connie M. Deal

Signature of Notary Public or Other Officer

Administering Oath

Connie M. Deal

Printed or Typed Name

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 04:13:57 PM

FEE: \$0.00 CAROL 2017000193

3 PGS  
OATH

2017000192



Form #2201 Rev. 10/2011

This space reserved for office  
use

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

**STATEMENT OF OFFICER****Statement**

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

Position to Which Elected/Appointed: Jefferson County Commissioner Pct. 3

City and/or County: Jefferson County, Texas (Port Arthur, Texas 77640)

**Execution**

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

Date: Dec. 28, 2016

Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

This space reserved for office use

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**

**Filing Fee:** None**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Michael Shane Sinegal, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Commissioner Precinct 3 Jefferson of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

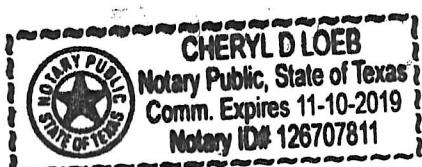
A handwritten signature of Michael Sinegal.

Signature of Officer

State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this

(seal)



28th day of December, 2016.

Cheryl D. Loeb  
 Signature of Notary Public or Other Officer

Administering Oath

Cheryl D. Loeb  
 Printed or Typed Name

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

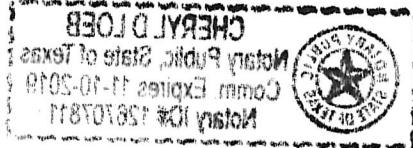
*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 04:13:57 PM

FEE: \$0.00 CAROL

2017000192



3 PGS  
OATH

2017000188

PLEASE TYPE OR PRINT LEGIBLY  
PROVIDE ALL REQUESTED INFORMATION

2 PGS  
OATH

2017000125

Form #2204 Rev. 10/2011

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, CHARLES BRYAN WERNER, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of CONSTABLE, PRECINCT 4 of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Signature of Officer

State of TEXAS)  
 County of JEFFERSON)

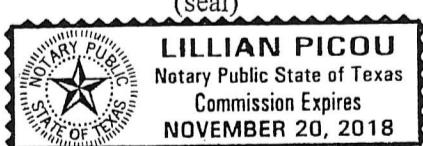
Sworn to and subscribed before me  
 this

3RD day of JANUARY, 2017.

Signature of Notary Public or Other Officer  
 Administering Oath

LILLIAN PICOU

Printed or Typed Name



In the name and by the authority of

## The State of Texas

### OATH OF OFFICE

I, ROBERT ADAMS, JR, do  
 solemnly swear (or affirm), that I will faithfully execute the duties of the office of  
 CONSTABLE PRECINCT 7 \_\_\_\_\_ of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the  
 Constitution and laws of the United States and of this State, so help me God.



**Affiant**

SWORN TO and subscribed before me by affiant on this 1ST day of  
 JANUARY, 2017.



**Signature of Person Administering Oath**

BRAD BURNETT

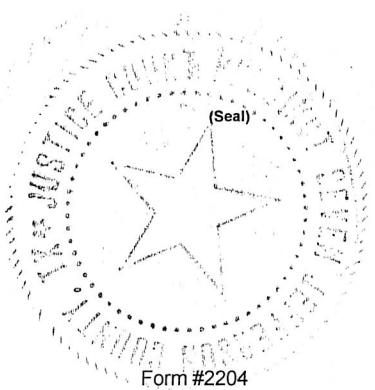
**Printed Name**

JUDGE

**Title**

*See Reverse Side  
for Instructions*

*Revised August 1999*



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Carolyn L Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 04:13:57 PM

FEE: \$0.00 CAROL 2017000188

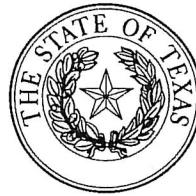
3 PGS  
OATH

2017000191

Form #2201 Rev. 01/2015

This space reserved for office  
use

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

**STATEMENT OF OFFICER****Statement**

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

Title of Position to Which Elected/Appointed: Jefferson County Sheriff

**Execution**

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

Date:

12-27-16

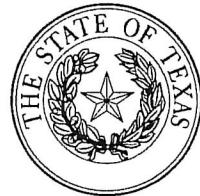

Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

This space reserved for office  
use

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**

**Filing Fee: None****OATH OF OFFICE**

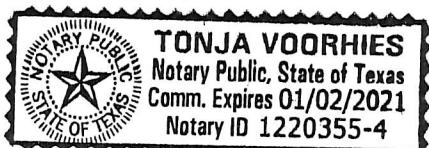
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Zena Stephens, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Jefferson County Sheriff of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Zena Stephens  
 Signature of Officer

State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this

(seal)



1st day of January, 2017.

Tonja Voorhies

Signature of Notary Public or Other Officer

Administering Oath

Tonja Voorhies

Printed or Typed Name

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 04:13:57 PM

FEE: \$0.00 CAROL

2017000191

2017000191  
CAROLYN L. GUIDRY  
CLERK OF THE COURT  
JEFERSON COUNTY, TEXAS  
100 W. BURGESS ST.  
BEASLEY, TEXAS 75610  
409-735-2111  
FAX: 409-735-2111



4 PGS  
OBO

2017000210

THE STATE OF TEXAS  
COUNTY OF Jefferson } SS:

Bond No. POB9240002

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles Bryan Werner, as Principal,  
and Fidelity and Deposit Company of Maryland, as Surety,  
are held and bound unto<sup>1</sup> State of Texas, Office of the Governor

and his successors in office, in the sum of<sup>2</sup> One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) Dollars,  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Signed with our hands and dated this 20th day of December, 2016

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS, the above bounden  
Charles Bryan Werner

was, on the 1st day of January, 2017, duly<sup>3</sup> appointed or elected to the office  
of Constable Precinct 4 in and for<sup>4</sup> Jefferson County,  
in the State of Texas.

NOW, THEREFORE, if the said Charles Bryan Werner shall faithfully  
perform and discharge all the duties required of him by law as Constable Precinct 4 aforesaid,  
and shall<sup>5</sup> faithfully perform the duties imposed by law

then this obligation to be void, otherwise to remain in full force and effect.

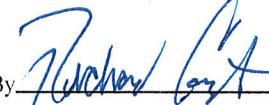
IN TESTIMONY WHEREOF, witness our hands.

Charles Bryan Werner

  
(SEAL)  
Principal

Fidelity and Deposit Company of Maryland

*Surety*

By   
Richard Covington

, Attorney-in-Fact

THE STATE OF TEXAS }  
COUNTY OF Jefferson } SS:

Before me, Charles Bryan Werner on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of January, 2017

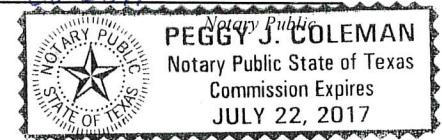


THE STATE OF TEXAS }  
COUNTY OF Harris } SS:

Before me, the undersigned authority, in and for said County and State, on this day personally appeared Richard Covington known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Fidelity and Deposit Company of Maryland

and as the Attorney-in-Fact thereof, and for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 20th day of December, 2016





Notary Public

Melanie Hill

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of December, 2016.



*Gerald F. Haley*

Gerald F. Haley, Vice President

### TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of November, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



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

*Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Michael Bond*  
Vice President  
Michael Bond

**State of Maryland**  
County of Baltimore

On this 4th day of November, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 05:27:03 PM

FEE: \$0.00 THERESA

2017000210

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



*Return to:*

*Constable Werner  
19217 HWY 365  
Beaumont, TX 77705*



THE STATE OF TEXAS }  
COUNTY OF Jefferson } SS:

Bond No. POB9240001

KNOW ALL MEN BY THESE PRESENTS:

That we, Zena A. Stephens, as Principal,  
and Fidelity and Deposit Company of Maryland, as Surety,  
are held and bound unto<sup>1</sup> State of Texas, Office of the Governor

and his successors in office, in the sum of<sup>2</sup> Ten Thousand and 00/100 (\$10,000.00) Dollars,  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Signed with our hands and dated this 20th day of December, 2016

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS, the above bounden  
Zena A. Stephens

was, on the 1st day of January, 2017, duly<sup>3</sup> appointed or elected to the office  
of Sheriff in and for<sup>4</sup> Jefferson County,  
in the State of Texas.

NOW, THEREFORE, if the said Zena A. Stephens shall faithfully  
perform and discharge all the duties required of him by law as Sheriff aforesaid,  
and shall<sup>5</sup> faithfully perform the duties of office established by law; account for and pay to the person authorized by law  
to receive them then fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and  
return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to  
the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid,  
voluntarily or otherwise, to the sheriff from county funds.

then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands.

Zena A. Stephens

*Zena Stephens*

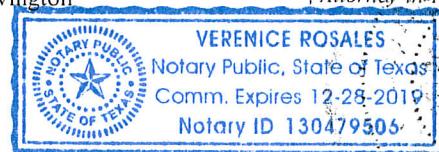
(SEAL)  
Principal

Fidelity and Deposit Company of Maryland

Surety

By *Richard Covington*  
Richard Covington

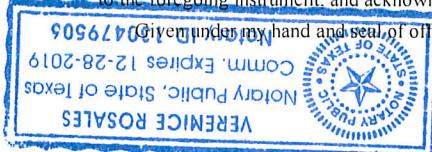
Attorney-in-Fact



THE STATE OF TEXAS  
COUNTY OF Jefferson

} SS:

Before me, Zena A. Stephens, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



THE STATE OF TEXAS  
COUNTY OF Harris

} SS:

Before me, the undersigned authority, in and for said County and State, on this day personally appeared Richard Covington known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Fidelity and Deposit Company of Maryland

and as the Attorney-in-Fact thereof, and for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 20th day of December, 2016



*Melanie Hill*

Notary Public

Melanie Hill

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of January, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes

Secretary  
Eric D. Barnes

Thomas O. McClellan

Vice President  
Thomas O. McClellan

**State of Maryland**

County of Baltimore

On this 28th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of December, 2016.



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 05:27:03 PM

Fee: \$0.00 THERESA

2017000211

*Gerald F. Haley*

Gerald F. Haley, Vice President

*Return to:*

*Sheriff Zena Stephens  
1085 Pearl St.  
Beaumont, TX 77701*

2017000212

4 PGS

OBO



THE STATE OF TEXAS  
COUNTY OF Jefferson } SS:

Bond No. POB9240003

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert Adams Jr., as Principal,  
and Fidelity and Deposit Company of Maryland, as Surety,  
are held and bound unto<sup>1</sup> State of Texas, Office of the Governor

and his successors in office, in the sum of<sup>2</sup> One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) Dollars,  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Signed with our hands and dated this 20th day of December, 2016

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS, the above bounden  
Robert Adams Jr.

was, on the 1st day of January, 2017, duly<sup>3</sup> appointed or elected to the office  
of Constable in and for<sup>4</sup> Jefferson County,  
in the State of Texas.

NOW, THEREFORE, if the said Robert Adams Jr. shall faithfully  
perform and discharge all the duties required of him by law as Constable aforesaid,  
and shall<sup>5</sup> faithfully perform the duties imposed by law

then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands.

Robert Adams Jr.  

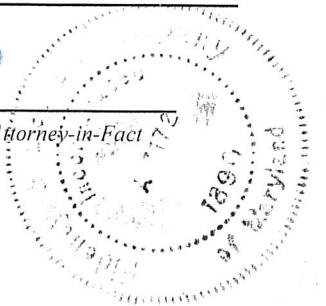

(SEAL)  
 Principal

Fidelity and Deposit Company of Maryland

Surety

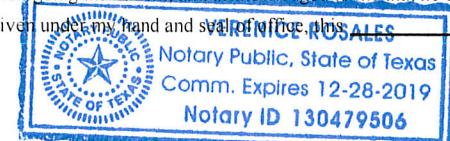


By \_\_\_\_\_, Attorney-in-Fact  
 Maria D. Zuniga



THE STATE OF TEXAS }  
 COUNTY OF Jefferson } SS:

Before me, \_\_\_\_\_ on this day personally appeared  
 Robert Adams Jr. \_\_\_\_\_, known to me to be the person whose name is subscribed  
 to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



THE STATE OF TEXAS }  
 COUNTY OF Harris } SS:

Before me, the undersigned authority, in and for said County and State, on this day personally appeared  
 Maria D. Zuniga \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing  
 instrument, and acknowledged to me that he executed the same as the act and deed of Fidelity and Deposit Company of Maryland  
 \_\_\_\_\_ and as the Attorney-in-Fact thereof, and for the purposes and  
 and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 20th day of December, 2016





Notary Public

Melanie Hill

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of January, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



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

*Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

**State of Maryland**  
County of Baltimore

On this 28th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of December, 2016.



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 05:27:03 PM

FEE: \$0.00 THERESA

2017000212

*Gerald F. Haley*

Gerald F. Haley, Vice President

*Return to: Constable Bobby Adams  
7933 Viterbo Rd, Ste. 5  
Beaumont, TX 77705*



2 PGS  
OATH

2017000120

Form #2204 Rev. 10/2011

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



**OATH OF OFFICE**

**Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, DANA A. BAKER, SR., do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of CONSTABLE PRECINCT 6 JEFFERSON COUNTY of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

Signature of Officer

.....  
State of TEXAS)  
County of JEFFERSON)

Sworn to and subscribed before me  
this

3rd

day of JANUARY

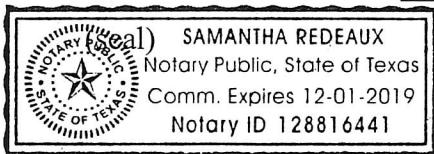
, 2017.

Signature of Notary Public or Other Officer

Administering Oath

SAMANTHA REDEAUX

Printed or Typed Name



Form #2201 Rev. 01/2015

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use

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

**STATEMENT OF OFFICER****Statement**

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

Title of Position to Which Elected/Appointed: CONSTABLE PRECINCT 6CITY AND/OR COUNTY: BEAUMONT/ JEFFERSON COUNTY**Execution**

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

Date: 01/03/2017

A handwritten signature of Dana A. Baker, SR. in black ink, enclosed within a circular outline.

Signature of Officer

Revised 01/2015

RET  
TO

**JEFFERSON COUNTY CONSTABLE PCT 6**  
**1085 PEARL STREET**  
**BEAUMONT, TX 77701**

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

A handwritten signature of Carolyn L. Guidry in black ink.

Carolyn L. Guidry, County Clerk  
 Jefferson County, Texas

January 03, 2017 12:44:28 PM

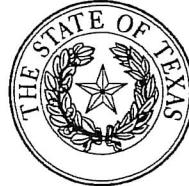
FEE: \$0.00 ZULY CLARK 2017000120



Form #2201 Rev. 01/2015

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use

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



**STATEMENT OF OFFICER**

**Statement**

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

Title of Position to Which Elected/Appointed: Constable Precinct Two

Jefferson County, Texas

**Execution**

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

Date: January 3, 2017

Christopher Lynn Bates

Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

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use

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**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**

**Filing Fee: None****OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Christopher Lynn Bates, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Jefferson County Constable Pct. 2 of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Christopher Lynn Bates  
 Signature of Officer

State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this

(seal)

3rd day of January, 2017.

Marc DeRouen  
 Signature of Notary Public or Other Officer

Administering Oath

Marc DeRouen  
 Printed or Typed Name

Marc DeRouen  
 Justice of the Peace, Pct. 2

Ret CHRISTOPHER BATES  
 to 525 LAKESHORE DRIVE  
PORT ARTHUR, TX 77640

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk  
 Jefferson County, Texas

January 04, 2017 10:18:48 AM

FEE: \$0.00 ZULY CLARK 2017000237



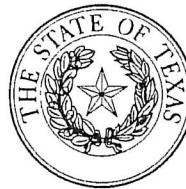
3 PGS  
OATH

2017000190

Form #2201 Rev. 10/2011

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



**STATEMENT OF OFFICER**

**Statement**

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

Position to Which Elected/Appointed: Purchasing Agent

City and/or County: Jefferson County

**Execution**

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

Date: 12/29/2016

Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

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Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334

Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Deborah L. Clark, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Purchasing Agent of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

A handwritten signature of Deborah L. Clark.

Signature of Officer

.....  
 State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this

(seal)

29th day of December, 2016.

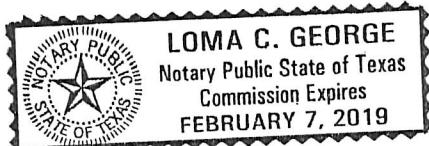
A handwritten signature of Loma C. George.

Signature of Notary Public or Other Officer

Administering Oath

A handwritten signature of Loma C. George.

Printed or Typed Name



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 04:13:57 PM

FEE: \$0.00 CAROL

2017000190

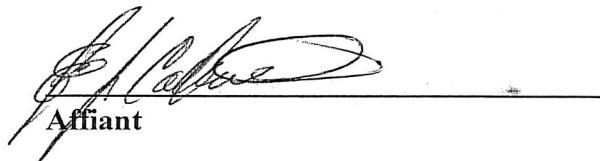


In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, EDDIE COLLINS, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of JEFFERSON COUNTY CONSTABLE, PRECINCT NO. 8 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

  
Affiant

SWORN TO and subscribed before me by affiant on this 1st day of January, 2017.



Signature of Person Administering Oath

(Seal)

Marc DeRouen

Printed Name

Justice of the Peace, Pct. 2

Title

PLEASE TYPE OR PRINT LEGIBLY  
PROVIDE ALL REQUESTED INFORMATION

## STATEMENT OF ELECTED/APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

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

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.**

1/1/17

Date



Officer's Signature

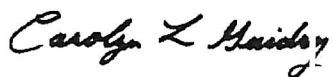
CONSTABLE PRECINCT NO. 8  
Position to Which Elected/Appointed

JEFFERSON  
City and/or County

Re: to:

JEFFERSON COUNTY PCT 8  
1085 PEARL ST  
BEAUMONT, TX 77701

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS



Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 10:55:10 AM

FEE: \$0.00 MARLA ALVAREZ 2017000096



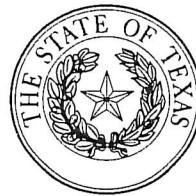
3 PGS  
OATH

2017000194

Form #2201 Rev. 01/2015

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use

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



**STATEMENT OF OFFICER**

**Statement**

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

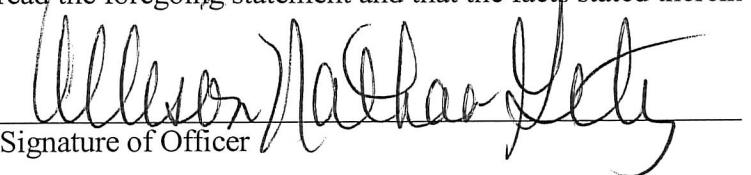
Title of Position to Which Elected/Appointed: TAX ASSESSOR COLLECTOR

JEFFERSON COUNTY

**Execution**

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

Date: January 1, 2017

  
Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

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 P O Box 12887  
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 512-463-6334

Filing Fee: None**OATH OF OFFICE**

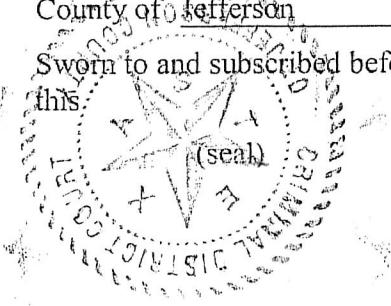
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, ALLISON NATHAN GETZ, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of TAX ASSESSOR COLLECTOR of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

A handwritten signature of Allison Nathan Getz in black ink.

Signature of Officer

State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this



1st day of January

A handwritten signature of John Stevens in black ink.

Signature of Notary Public or Other Officer

Administering Oath

Honorable John Stevens

Printed or Typed Name

DISTRICT JUDGE  
State of Texas

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Carolyn L Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 04:13:57 PM

FEE: \$0.00 CAROL 2017000194



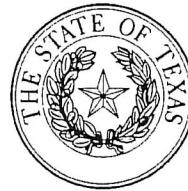
3 PGS  
OATH

2017000189

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



**STATEMENT OF OFFICER**

**Statement**

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

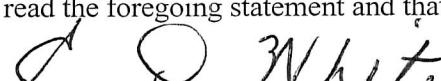
Position to Which Elected/Appointed: CONSTABLE, PRECINCT 1

City and/or County: JEFFERSON COUNTY TEXAS

**Execution**

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

Date: 12/29/2016

  
Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

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Submit to:  
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 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334

Filing Fee: None



**OATH OF OFFICE**

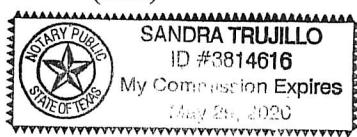
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, EARL WHITE, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of CONSTABLE, PRECINCT 1, OF JEFFERSON COUNTY TEXAS of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Signature of Officer

State of TEXAS)  
 County of JEFFERSON)

Sworn to and subscribed before me  
 this

(seal)



29TH day of DECEMBER, 20 16.

Signature of Notary Public or Other Officer

Administering Oath

SANDRA TRUJILLO

Printed or Typed Name

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

January 03, 2017 04:13:57 PM

FEE: \$0.00 CAROL

2017000189



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

**STATEMENT OF OFFICER****Statement**

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

Title of Position to Which Elected/Appointed: JEFFERSON COUNTY JUSTICE of the  
Peace, Pct 1, Pl. 1

**Execution**

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

Date: 12/28/2016Kenneth W. DOLLINGER  
Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

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use

Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334

Filing Fee: None**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Kenneth W. Dollinger, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Jefferson County Justice of the Peace Pct. 1 of <sup>Pl.</sup> <sub>1</sub>  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Kenneth W. Dollinger  
 Signature of Officer

State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this

(seal)



Re: to:

**KENNETH W DOLLINGER**  
 1085 PEARL ST  
 BEAUMONT, TX 77701

1st day of January, 20 17.

Cathy Dollinger  
 Signature of Notary Public or Other Officer  
 Administering Oath

Cathy Dollinger  
 Printed or Typed Name

**FILED AND RECORDED**  
 OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk  
 Jefferson County, Texas

January 03, 2017 09:36:10 AM

FEE: \$0.00 MARLA ALVAREZ 2017000071

**AGENDA ITEM****October 10, 2016**

Consider, possibly approve and authorize the County Judge to execute a one-year extension for the Articles of Agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association pursuant to Chapter 174, Local Government Code.

## **ARTICLES OF AGREEMENT**

**Between**  
**Jefferson County, Texas**  
**And**  
**The Jefferson County Sheriff's Association**

**October 1, 2016 - September 30, 2017**

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## ARTICLE I PREAMBLE

### Section I

This Agreement is made and entered into by and between the County of Jefferson, the Sheriff of said County, in the State of Texas, and the Jefferson County Sheriff's Association hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including Chapter 174 of the Texas Local Government Code, otherwise known as the Fire and Police Employee Relations Act.

### Section II

The general purpose of this Agreement is to promote the mutual interests of the County and the Sheriff; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

### Section III

The County, the Sheriff, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in Chapter 174 of the Local Government Code and all other applicable statutes.

## ARTICLE 2 DEFINITIONS

1. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Sheriff, and the Jefferson County Sheriff's Association.
2. "Association" means the Jefferson County Sheriff's Association.
3. "Bargaining Unit" means all Correction Officers and Deputies from the rank of rank of Major and below, who are employed by the Jefferson County Sheriff's Office, unless specifically precluded in this Agreement.
4. "Base Pay" means the salary or wages paid to an employee, exclusive of longevity pay or any other supplemental pay or benefits.

5. "Board of Directors" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
6. "Corrections Department" means any work unit within the Sheriff's Office where officers are assigned to or work on security of the detention center and/or inmates, and are carried under the Corrections Department Budget.
7. "Correction Officer" means any sworn, full-time paid employee of the Corrections Department of the Sheriff's Office who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff, appointed Deputy Chiefs, and appointed Assistant Deputy Chiefs.
8. "County" means the County of Jefferson, Texas.
9. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County, Texas.
10. "County Judge" means the duly elected or appointed County Judge who is charged primarily with the administration of Jefferson County, Texas.
11. "County Sheriff (or Sheriff)" means the duly elected or appointed Sheriff of Jefferson County, Texas.
12. "Office" means the Sheriff's Office of Jefferson County, Texas.
13. "Deputy Chiefs" and "Assistant Deputy Chiefs" means that employee in positions and/or job classifications one and two ranks, respectively, immediately below the Sheriff.
14. "Deputy" means any sworn, full time, paid employee of the Law Enforcement Department of the Sheriff's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff, appointed Deputy Chiefs, and appointed Assistant Deputy Chiefs.
15. "Demotion" means reduction from a higher rank to a lower rank within the office.

16. "Dispute": means any and all disputes arising under the Contract, Dispute Resolution Procedure in Article 18.
17. "Emergency" means an unexpected happening or event, or an unforeseen situation or a crisis that calls for immediate action.
18. "Law Enforcement Department" means any working unit within the Sheriff's Office where officers are assigned to or work in duties that involve the use of Texas peace officer powers, and are carried on the Law Enforcement Department Budget, to include the Marine unit and Youth Academy.
19. "Negotiating Committee" means the bargaining unit member appointed by the Association President whose primary responsibility is contract negotiations with the County. This committee comprised of the Association President and equal amounts of members from both budgeted departments.
20. "Officer" means any Correction Officer or Deputy of Jefferson County as defined in this contract.
21. "Promotion" means advancement from a lower rank to higher rank within the Department.
22. "Regular Pay" means the total salary or wages paid to an employee, exclusive of overtime pay, but including longevity pay, and any other types of pay supplements that may be included in this agreement relating to education, specialized training or certification that are provided to an employee on a recurring basis.
23. "Standby" means that an off-duty officer has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the officer's freedom to use his/her time off as desired. It does not include any requirement to wear a cell phone or other such device and does not include any rule or regulation requiring response to a cell phone.
24. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests or to perform other usual and customary duties), for the purpose of

inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

25. "Suspension" means a person is suspended if, for any reason, he/she is relieved of duty by the Sheriff. A person who is suspended remains an employee of the Department, but may not perform any official act unless so directed by the Sheriff. The Sheriff may suspend an employee with or without pay.

26. "Termination" Means an employee is no longer employed by the Office as a result of disciplinary action.

27. "Disciplinary Action" means termination, suspension, and demotion, probation as defined under Article 28-Section III, written reprimand, or oral reprimand.

28. "Disciplinary Probation" means probation given an officer for a serious offense, as set forth by the Sheriff, not to exceed six months.

### **ARTICLE 3 DURATION**

#### **SECTION I**

This Agreement shall be effective as of the 1st day of October 2016, and shall remain in full force and effect until the 30th day of September 2017, unless the parties mutually agree on an extension to some other date after September 30, 2017. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code prior to September 30, 2017, then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2019.

#### **SECTION II**

In the event that a Sheriff other than the signatory to this Agreement takes office during the term of this Agreement, said new Sheriff may, no later than thirty (30) days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Sheriff to give written notice within thirty (30) days, shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Sheriff and the Association, and the parties reach an

impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code, then all parts of this contract applicable to the Sheriff's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2019.

### **SECTION III**

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

## **ARTICLE 4 RECOGNITION**

### **SECTION I**

The County and the Sheriff hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Officers as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

### **SECTION II**

The County, the Sheriff and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Department Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

## **ARTICLE 5 PAYROLL DEDUCTIONS**

### **SECTION I**

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

### **SECTION II**

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit

who submit written individual requests for such deductions to be made. Dues timely deducted shall be paid to the legally designated representative of the Association.

### **SECTION III**

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve month period.

### **SECTION IV**

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

### **SECTION V**

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that the County per Fiscal Year shall deduct no more than one special assessment.

### **SECTION VI**

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

## **ARTICLE 6** **CONDUCT OF ASSOCIATION BUSINESS**

### **SECTION I**

The Association shall have the sole and exclusive right to all time off rights set forth in this Section.

### **SECTION II**

Any member of the Board of Directors shall have the right to visit the premises of the Sheriff's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Office. A member of the Board of Directors shall provide a written request to the Sheriff about any visitation of the premises. The Sheriff shall not unreasonably deny any request to visit the premises.

### **SECTION III**

Consistent with the Association leave pool provisions in Section 4 Herein, the Association's negotiating team will be of equal number of members to that of the County. The members shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted. The county agrees not to have a negotiating team that exceeds five (5) members. The parties may by mutual agreement waive this restriction.

### **SECTION IV**

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any individual shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Sheriff shall not be construed as Association business. All Association

business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each member of the Association shall donate four (4) hours per year at the beginning of each new Calendar Year from vacation time to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried over into the next year.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the officer's name; (2) the officer's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. The County Auditor will maintain a record of such leave accrued and taken.

D. The Association business leave may be suspended by the Sheriff for the following: in times of emergency; for lack of manpower; or for an operational contingency.

E. The Association President shall notify the Sheriff in writing at least five (5) days in advance of any Board members attending any Association business, which is outside the boundary of Jefferson County. Such notice shall state the nature of the business to be attended, the date, time and place of said business, and the name of the Board member(s) attending, and how long the Board member(s) will be on business outside the boundary of Jefferson County.

F. One member of the Board shall be permitted to speak at shift roll-call meetings about any matter pertaining to Association business for a period not to exceed a total of five (5) minutes. Prior to speaking at such roll calls, the Association representative shall notify the on duty shift supervisor prior to roll call that he/she intends to speak; and the subject matter to be discussed.

## **ARTICLE 7** **BULLETIN BOARDS**

### **SECTION I**

The Association shall have the sole and exclusive right to maintain bulletin boards as set forth in this Section. The Association may maintain at least four (4) bulletin boards at the Office. One bulletin board shall be located in each of the following locations: the patrol squad room, Sub-County Court House, Jefferson County Narcotics Office, and the main detention centers.

The boards may be used for the following notices:

- (1) Recreation and social affairs of the Association.
- (2) Association meetings.
- (3) Association elections.
- (4) Reports of Association committees.
- (5) Rulings or policies of the State or National Association.
- (6) Legislative enactments and judicial decisions affecting public employee labor relations.
- (7) Notices or announcements pertaining to the political activities of this Association. Posting of these notices shall be in compliance with the Texas Election Code and any other applicable laws.

## **ARTICLE 8** **DISALLOWED PRACTICES**

### **SECTION I**

The County, Sheriff or the Association, as applicable, shall not engage in the following practices:

- A. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under Chapter 174 of the Local Government Code as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any employee because he has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under Chapter 174 of the Local Government Code Fire and Police Employee Relations Act.

G. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any officers in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act or under this Agreement.

## **ARTICLE 9** **OFFICER EXCLUSIONS AND SPECIAL PROVISIONS**

### **SECTION I**

Any person appointed, by the Sheriff, to a ranking position of an Assistant Chief and Administrative Assistant to the Sheriff, shall be specifically excluded from the bargaining unit. As a condition of appointment to such appointed position to the Sheriff, any such person shall execute a Release of Liability and Hold Harmless Agreement, set forth in Attachment 1 herein,

releasing the Association and holding it harmless from any liability for alleged breach of its duty of fair representation in negotiation and administration of this Agreement.

## **SECTION II**

All officers shall serve an initial probationary period of one year from the date of employment.

Any probationary officer shall have benefit of all wages, hours and terms and conditions set forth in this Agreement, except that such officer shall be excluded from coverage under Article 28, "Disciplinary Actions"; specifically, the Sheriff may terminate a probationary officer with or without cause, and no probationary officer may appeal his or her termination pursuant to Article 28. Except that an officer on "Disciplinary Probation" who is facing possible termination shall have all rights afforded them under Article 28, Sections I, II, III and IV. In addition, an officer on "Disciplinary Probation" may not promote or transfer to another position.

## **SECTION III**

Any officer assigned or appointed as a bailiff in a Jefferson County District or County Court shall receive all wages and direct/indirect economic benefits set forth in this Agreement. To the extent that any conflict exists between a personnel rule, regulation, policy and/or practice established by a District or County Court judge and this Agreement, the rule, regulation, policy and/or practice established by the sheriff shall prevail. In the event that an officer is released from the bailiff assignment or appointment and was originally appointed or assigned as bailiff from within the bargaining unit, then the officer shall, at the discretion of the Sheriff, return to his/her former job classification held immediately prior to the appointment or assignment as bailiff if a vacancy exists in that classification (or to the next lowest classification where a vacancy exists).

There shall be no bumping of a less senior officer when a bailiff officer returns to a former or lower classification.

Any officer returning to the Bargaining Unit from a bailiff assignment or appointment shall retain all Department seniority. If the officer was originally appointed or assigned from outside the bargaining unit, the officer shall be prohibited from returning to any classification within the bargaining unit except that said officer may apply for an entry level position with the Sheriff's Department consistent with current hiring practices.

Those individuals chosen by the Sheriff, as Administrative Assistants and Bailiffs shall continue to receive seniority in the division from which they were appointed.

## **ARTICLE 10 NO STRIKE CLAUSE**

### **SECTION I**

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow downs or any other form of work stoppage or interference with business of the County or Sheriff Department, and will cooperate with the County and Sheriff in preventing and/or halting any such actions.

### **SECTION II**

Subject to Article 28, "Disciplinary Actions," the Sheriff may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by Section I of this Article. The Sheriff may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

## **ARTICLE 11 MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 12, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Sheriff to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 12, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Sheriff.

## **ARTICLE 12 MAINTENANCE OF STANDARDS**

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other

conditions of employment shall have previously been established by a specific written and signed directive of the Sheriff or by Commissioner's Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

## **ARTICLE 13** **UNIFORMS, SAFETY AND EQUIPMENT**

The Sheriff, his designee and the Association Board Members in agreement to better the safety of the Jefferson County Sheriff's Office employees shall requisition such needed equipment within 10 days of request submittal. This agreement insures accountability and cooperative management of Sheriff's Office equipment.

### **SECTION I** **Uniforms**

The County shall issue five (5) uniform short sleeve shirts, five (5) uniform long sleeve shirts and five (5) pairs of uniform pants and a belt to each correction officer and deputy whose assignment requires that a uniform be worn. The County on an as needed basis as determined by the Sheriff will replace uniforms. Uniforms that have been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

### **SECTION II** **Uniform Gear**

The County shall issue a jacket to each correctional officer. The County shall issue: a windbreaker with liner, reflective traffic vest, and slickers to each deputy; and for each deputy assigned to the Patrol Division, also issue a winter jacket. The County on an as needed basis as determined by the Sheriff shall replace all uniform gear in this Section. Any uniform gear herein that has been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

### **SECTION III** **Uniform Equipment**

The County shall issue one pair of handcuffs with holder to each correctional officer. The County shall issue the following to each deputy assigned to the Law Enforcement Department, and officers assigned to

Law Enforcement duties: a full Sam Browne, including keepers, holster, clip holders, bullet holders, flashlight holders, stick holder, (2) sets of handcuffs, (2) handcuff cases and portable radio holder. All equipment in this Section shall be replaced when it has been damaged or excessively worn. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the officer.

#### **SECTION IV**

#### **Radios**

The County shall provide each sworn officer with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition; and shall be replaced if not in working condition. The Sheriff shall determine if a deputy or correctional officer does not need a portable radio.

#### **SECTION V**

#### **Protective Body Armor**

The County shall provide each Deputy assigned to the Law Enforcement Department and each deputy performing an enforcement duty with protective body armor. The minimum specification for the protective body armor will be a threat level IIIA or higher determined by the Sheriff and the Association. The County shall issue budgeted funding upon request from the Law Enforcement Deputy and approval of the Sheriff, no later than 10 business days. The Deputy will pay for the body armor with a purchase order received from the County. The funding shall be no more than \$750.00 with cost adjustments for market increases. The County shall replace any of the protective body armor that has sustained job-related damage that renders the vest unsafe for continued use; or that does not meet the minimum specifications; and/or that exceeds a usage time recommended by the manufacturer.

#### **SECTION VI**

#### **Department Vehicles**

The County shall furnish every Patrol, Warrants vehicles with the following equipment: two-way radio; cage; pump shotgun; Shotgun or rifle rack; flashlight/charger; first aid kit; gunshot trauma kit for officers use only, fire extinguisher; narcotics field test kits. The County shall provide the following equipment for each criminal investigation vehicle: two-way radio; flashlight/charger; and fire extinguisher. This equipment shall be maintained in good working condition, and shall be replaced on an as

needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the officer causing the damage.

The gunshot trauma will include but not limited to scissors, latex gloves, rolled gauze, and pressure bandage. The kit shall be located in the same place in every vehicle as agreed upon by the Sheriff and the Association Safety Committee.

## **SECTION VII**

### **Vehicle Maintenance and Replacement**

A Vehicle Assessment Committee consisting of the Sheriff or his/her designee, the President of the Association or his/her designee, and the County Service Center Supervisor shall be created for the purpose of assessing the condition of each vehicle in use in the Department and determining whether or not each vehicle is safe for continued use. These determinations shall be made prior to the time that the Sheriff submits his departmental budget each year. In arriving at a decision, the Committee shall take into account the type of service to which the vehicle is suited or used, the anticipated mileage which the vehicle will have attained during the next budget year, the type of maintenance to be administered to the vehicle, and the overall condition of the vehicle, including age, mileage and type of prior usage. If two (2) out of three (3) members of the Committee determine that a vehicle should be replaced, the Committee shall prepare a written report detailing the condition of the vehicle to the Sheriff and County Auditor.

The report will be a component of a request for allocation of funds in the forthcoming budget for replacement of the vehicle. At the request of any one (1) of the three (3) Committee members at any time during the year, the Committee shall evaluate the condition of a particular vehicle to determine whether or not the vehicle is safe for continued use in the Patrol Division. If two (2) out of three (3) members agree that the vehicle is unsafe, the vehicle shall immediately be taken out of service in the Patrol Division, and; (1) the vehicle shall either be restored to safe condition, or, (2) the County's procedure for acquisition of a replacement vehicle shall immediately be initiated by the Sheriff if funds for that purpose are available at that time, or, (3) the Committee shall prepare a condition report and a request for a replacement in the next budget. This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

## **SECTION VIII**

### **Detention Center Division Equipment**

The County shall provide five (5) sets of leg irons and five (5) sets of handcuffs to be stored at book-in/releases. Correctional officers shall have immediate access to these equipment items. All detention centers equipment shall be maintained in good operating condition.

The Sheriff shall provide a Taser to each jail supervisor on duty, who is certified in the use of the Taser, on each shift.

## **SECTION IX**

### **Penal/Traffic Codes**

The County shall provide the following: the Detention Center Desk with an updated Penal Code and Traffic Code; each deputy in law enforcement with an updated Penal Code and Traffic Code; and each deputy assigned to duties involving traffic enforcement with an updated Traffic Code.

## **SECTION X**

### **Officer Safety and Security Issues**

A. Bargaining unit manning. The Sheriff shall have the right at all times to set manning and staffing levels for all Divisions, shifts and units. The first three (3) vehicles assigned to a shift in the Patrol Division shall be manned by at least one (1) full-time Deputy from the Law Enforcement Department having one of the job titles set forth in Article 19, "Wages"; and any vacancies for these three (3) vehicles shall be filled pursuant to Subsection B of this Section. The Sheriff shall implement a written policy for transportation of an inmate outside the detention center.

B. Vacancies. Each Division, shift or unit, as applicable, shall establish a seniority list of full-time officers assigned to that Division, shift or unit by rank. In the event of a job vacancy due to vacation, sickness, holiday, compensatory time use or other reason, then a full-time officer, if filled, shall fill the vacancy, only.

The method for filling the vacancy shall be that said vacancy shall be offered to the highest officer on the seniority list, and then consecutively offered to the next senior officers until the assignment is accepted. At the next vacancy, the most senior officer after the one who accepted the previous assignment shall first be offered the vacancy, ad infinitum. In the

event that no full-time officer accepts the assignment or in the event of an emergency, then the Sheriff shall have the option of either assigning a reserve deputy to fill the vacancy; or appointing the least senior full-time officer on a mandatory basis, and thereafter, the next least senior full-time officer, ad infinitum.

When a vacancy occurs in either the sergeant or lieutenant's position, the overtime vacancy, if filled, shall be filled by offering the vacancy to the most senior, full time officer of the same rank as the person whose vacancy is being filled. Should the officer of the same rank decline or not be available to work the overtime position, the vacancy shall be offered to the most senior officer in the other rank, either lieutenant or sergeant, as the case may be, proceeding down the seniority list in the rank until the overtime position is filled. In the event no Sergeant or Lieutenant fills the vacancy. A Captain or Major of that Division can fill the overtime. No Deputy will be assigned to supervise other Deputies on any shift. There shall be a rebuttal presumption that any supervisor responsible for filling vacancies pursuant to this subsection made a good faith effort to contact officers on the applicable seniority list.

C. Outside employment. Officers in the bargaining unit shall have preference over reserve deputies at all times with respect to the assignment of outside employment. No officer shall be eligible to work any outside employment until they have completed a Departmental approved FTO program.

Other than assignment to official Sheriff's Office law enforcement activity, reserve deputies shall not be offered any outside employment or unpaid assignment in their status as peace officers by other organizations and/or offered security assignments to events sponsored by a non-profit organization or event, where there are no deputies available to perform such security assignments as certified by the Association President or his designee.

Officers shall not use the Association Leave Pool set forth in Article 6, Section 4, of this Agreement for working such security assignments sponsored by a non-profit organization or event.

## ARTICLE 14 PROMOTIONS

### SECTION I

A. Promotional Examinations: A competitive promotional examination shall be given by the Sheriff's Office for promotion to the classifications of Deputy, Sergeant and Lieutenant.

B. Temporary Duties in Higher Classifications: An Officer from the next lower classification may be designated to temporarily fill a position in a higher classification. The temporary performance of the duties of a higher position by an officer who has not been promoted as prescribed by this Agreement may not be construed as a promotion. An officer may not be temporarily assigned to duties in a higher classification for no more than ninety (90) consecutive calendar days annually.

### SECTION II

Any officer working in a classification immediately preceding the vacancy shall be eligible for the promotional examination, subject to the following requirements:

A. Deputy Vacancy: Open to anyone who is certified as a peace officer in the Corrections Department of the JCSO and is not currently on probation. This does not apply to the Sheriff's right to hire a certified peace officer not presently in the bargaining unit. Regardless of job assignment the Deputy paid out of the Law Enforcement Budget will be required to complete the FTO program within one year of the transfer. The Sheriff shall retain the right to waive this requirement if the Deputy has been through a previous Certified FTO program with another Texas Law Enforcement Agency. The Sheriff may still require the Deputy to be placed into a modified FTO Program for policy and procedure training.

B. Corrections Department Sergeant Vacancy: Open to any officer who is certified as a jailer and who has served a minimum of three Consecutive (3) years in the Corrections Department of the Jefferson County Sheriff's Office.

C. Law Enforcement Department Sergeant Vacancy: Open to any officer who has served a minimum of three (3) consecutive years in the Law Enforcement Division of the Jefferson County Sheriff's Office.

D. Law Enforcement Department Lieutenant Vacancy: Open to any Sergeant certified as a peace officer who has served a minimum of two (2) consecutive years in the Law Enforcement Department in the Sergeant classification of the Jefferson County Sheriff's Office.

E. Corrections Department Lieutenant Vacancy: Open to any Sergeant who has served a minimum of two (2) consecutive years in the Corrections Department in the Sergeant classification. In the event that there is only one (1) person competing for a promotional vacancy, then the time requirement for that promotional position shall be waived and the Sheriff shall establish, for that promotional examination only, lesser time requirements in six month intervals that will allow at least two (2) officers to be eligible for the examination (e.g.; if only one officer applies for a Sergeant vacancy in the Law Enforcement Department, then the 2-year requirement will be waived, and the Sheriff may readjust the requirement to a lesser time period, so that at least two (2) officers may compete for this particular examination in six month intervals).

F. Departmental lateral Transfers. The Sheriff reserves the right to transfer anyone, to any position at any time that he deems necessary so long as the individual meets the minimum criteria that the job requires and will not suffer a deduction in wages within their own budgeted Department.

### **SECTION III** **Posting Notice**

In the event that a vacancy exists for a position in a classification where a competitive examination is required, the Sheriff's Department shall post a notice of the examination on all Association bulletin boards no less than thirty (30) days prior to the examination. The notice shall include the following: name the position and the division in which the opening occurs; state the requirements for the position; state the category of Officer who is eligible to apply for the position (subject to Section 2, above); advise prospective applicants that a written test and oral board exam will determine the awarding of the position; state where to apply for testing procedures and the deadline for applications; state the testing date; advise which materials need to be studied and of the availability of these materials.

#### **Study Material.**

The sheriff shall make available the study material required for the promotional examination to each applicant who applies for the

examination. The applicant shall be required to return the study material in good condition before being allowed to take the examination.

## **SECTION IV**

The procedure for all competitive examinations given by the Sheriff's Department under this Article shall be as follows:

- A. The written examination shall be administered by Training Division Personnel and consist of multiple choice and/or true/false questions. Each candidate must score 70% or higher on the written test in order to participate in the remainder of the promotional examination procedure. The written examination shall be worth sixty- (60) points of the total examination score; i.e.; written, oral. The written examination shall be graded in the presence of the officer taking the examination. The officer shall be given the right to review the questions and the answers of the test before leaving the testing area to determine if any questions need to be challenged. If needed an officer has two (2) working days to file a written appeal with the Sheriff challenging any question in the written examination. The Sheriff or his designee shall review all written appeals and make a final binding decision within five (5) working days.
- B. No oral board member shall know the results of the written examination prior to the totaling.
- C. The oral board shall consist of three (3) members, who shall be randomly selected by the drawing of names with an Association Board Member and Sheriff's representative from a pool consisting of all persons of equal rank or higher from the same department from which a vacancy exists. No individual shall serve on the board after having served on the board within the last six months.
- D. The oral board examination shall consist of 5 questions, and shall be worth forty (40) points of the total examination score. Clarifications questions may be asked by any board member.
- E. The oral board shall question applicants as to areas pertinent to the open position. All applicants shall be asked the same questions. Responses shall be scored from 1-8 and recorded on a score sheet.
- F. Oral Board members shall not be permitted to discuss the applicants' answers after each question; and the score assigned to each answer shall not be discussed among the members of the board. Each board member

shall determine scores individually. All score sheets shall be submitted to the Chair for totaling.

G. After all applicants have been examined; scores will be averaged on each question to determine the final score of the oral board. The oral board score, and written examination score shall be added to determine the applicant's final overall score. Within twenty-four (24) hours after completion of the oral board, the averaged score of each officer shall be posted on the Association-approved bulletin.

H. The top five highest scoring candidates shall have their names submitted to the Sheriff for consideration. A tie for any position among the candidates shall be broken by seniority; the candidate with the highest Departmental seniority shall be given the higher position. The Sheriff may select any one of the five candidates for the promotion.

There shall be no appeal from the Sheriff's decision to promote under this Article. In the case of deputy promotions pursuant to Sec. 2 above only, the Sheriff shall have the right to alternatively promote from the five (5) highest correctional officers; or hire a person from outside the bargaining unit.

Test scores for all promotional examinations shall remain valid for six (6) months from the date that the final scores are established or until all candidates who scored 70 points or more are promoted, whichever occurs first.

I. All final results shall be submitted to the Chair of the Oral Board, and each candidate may look at the results of his or her written and oral board examinations.

J. There shall be a six (6) month probationary period for any officer promoted under this Article from the effective date of the promotion. The Sheriff may demote any such officer during the probationary period, and shall give written reasons for the demotion. Any officer demoted pursuant to this subsection shall have no right to appeal under Article 28, "Disciplinary Actions."

## **SECTION V**

Assignment to the Internal Affairs Division (I.A.D.) is not subject to the provisions of this Article; and shall not be a tested position. An I.A.D. position shall not be considered in any respects a promotional position; but instead, shall be an assignment into or reassignment out of I.A.D. at

the discretion of the Sheriff, with no application of Article 18, "Contract Dispute Resolution," or Article 28, "Disciplinary Actions," when such assignments or reassignments are made.

## **ARTICLE 15 SENIORITY**

### **SECTION I Definition**

Seniority, for the purposes of this Article, shall be defined as "time in grade" by an officer with the Sheriff's Office. Time in grade is the amount of time the officer has spent at the officer's current position (i.e., Corrections Officer, Deputy, Sergeant, etc.). Time in grade is the measure by which all seniority questions are considered except where the word "overall time of employment" is specifically referred to.

### **SECTION II Applicability**

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, shifts for non-supervisors and layoff/recall.

### **SECTION III Days Off/Vacations**

Seniority shall be the sole factor in the selection of vacations, and based upon "overall time of employment" with the Sheriff's Office. Seniority shall be the sole factor in the selection of days off. Between November 1st and 15th of each year, bids shall be submitted for vacation days for the following 12 months, to take effect on January 1. Between November 1st and 15th of each year, bids shall be submitted for shift assignments with notice to the officer on or before December 1 for shift assignments to be effective on or before January 1. The Sheriff reserves the right to deny a non-supervisory seniority shift bid if he believes the shift has too many or too few senior officers.

If an officer transfers from one shift, facility, unit, or division to another, (Either voluntary or mandatory and whether the result of an individual reassignment or a major shift change) that/those officer(s) shall bid on the days off that are then open on the new assignment, and may not "bump" any other officer for days off or vacation.

## **SECTION IV**

### **Lay-off/Recall**

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer in a Division; and recall beginning with the most senior officer in a Division.

## **SECTION V**

### **Promotion Sergeant/Lieutenant/Captain/Major time in grade**

In the event that a person(s) is being promoted to the rank of Sergeant, Lieutenant, Captain or Major on the same day, their seniority shall be determined by their overall Sheriff's Department seniority.

Individuals promoted to the rank of Sergeant, Lieutenant, Captain or Major shall maintain divisional seniority.

## **ARTICLE 16**

### **DETENTION CENTER JOB ASSIGNMENTS**

#### **SECTION I**

Detention Center job assignments shall be classified as tested or untested. Tested positions shall be those positions, which require the officer to deal with money or to operate a computer. Any applicant for a tested position must pass a reading, writing, and arithmetic exam and score at least 70% or more. Those who score at least 70% or more shall then be assigned by seniority. All Detention Center jobs whether tested or non-tested shall be filled by seniority. Tested positions shall include the desk, property officer, visitation, law library, commissary, and classification. Such job availability shall be posted on an Association-approved bulletin board at least five (5) calendar days before being filled. The method for posting shall be that management shall deliver the written posting to an Association Board Member, who shall sign for it, and then post it by the Association on an Association approved bulletin board. The date of posting shall commence at 8 a.m. on the calendar day following the delivery to the Association Board Member. If the tested position is not filled from the approved posted list, it shall be filled by seniority from any individual who applies for the position. If filled by a non-tested individual this will be a temporary assignment. The position will become permanent once the officer takes and passes the next available exam. If the next available

exam is failed, that temporary assignment will end and the position shall be filled with the next person on the posted list. All job assignments filled by seniority shall be posted on an Association-approved bulletin board within twenty-four (24) hours after being filled. All other jobs shall be classified as untested.

An officer that transfers from one Division to another shall be eligible to test for job assignments.

The Director of Training in conjunction with an Association Representative appointed by the Association President shall develop and administer the examination required to compete for those positions and shall post on the Association-approved bulletin board the test results within twenty-four (24) hours.

## **SECTION II**

If a position, requires an additional license mandated by some other governmental agency, those individuals bidding for that position must possess the required license(s). Ties shall be broken by drawing names of those with equal seniority.

## **SECTION III**

Any officer who receives an assignment pursuant to this Article may be removed from said assignment by the Sheriff on the basis of an unsatisfactory written evaluation. An officer removed under this Section may not reapply or fill the position of a specialized assignment or a tested position for one year from the date of removal. No removal from a detention center assignment may be appealed pursuant to Article 28, "Disciplinary Actions."

## **SECTION IV**

Each section, unit and division shall have a posted chain of command for his or her particular area.

# **ARTICLE 17**

## **RETIREMENT**

### **SECTION I**

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of

the State of Texas now applicable, or as they may hereafter be amended.

## **SECTION II**

The members of the bargaining unit shall contribute seven percent (7%) of the gross earnings, by payroll deduction, into the System each month. The County shall provide contributions to the System on the same basis as other county employees, with the actual contribution rate being actuarially determined annually by the plan administrator.

## **ARTICLE 18**

### **CONTRACT DISPUTE RESOLUTION**

#### **SECTION I**

##### **Scope**

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline, which are subject to the procedure as set forth in Article 28, and except matters covered in Article 19, shall be resolved by the provisions in this article. A copy of all arbitration awards or grievance settlements shall be sent to the sheriff, county judge and county auditor.

#### **SECTION II**

##### **Time Limits**

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step 1 or Step 2 of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by an officer, the Association, the Sheriff or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written mutual agreement of the parties.

#### **SECTION III**

##### **Process**

A dispute as defined in Section 1 above shall be handled as follows:

###### **Step 1**

Each officer who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the officer knew or should have known of the existence of the alleged dispute, submit a copy of the written grievance to the Association Grievance Committee. The Association Grievance Committee shall notify the Sheriff in writing of the grievance in order to establish the timeliness of the grievance. An Association Grievance Committee created for that purpose shall make a determination as to the validity of the grievance. The Association Grievance Committee shall meet and render its decision within fourteen (14) calendar days after receipt of the grievance. In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and officer, if applicable) shall proceed to Step 2. In the event that the Association Grievance Committee decides that no grievance exists, then there shall be no further action under this procedure.

### **Step 2**

If the Association Grievance Committee in Step 1 determines that a grievance exists, the Association (and the officer, if applicable) shall submit the grievance in writing within fourteen (14) calendar days of the decision by the Association Grievance Committee to the Sheriff. The Sheriff or his/her designee shall provide a written response within fourteen (14) calendar days after receipt of the grievance. Grievances involving economic issues shall be filed with the County Judge. The County Judge shall provide a written response within fourteen (14) calendar days after receipt of the grievance. The President of the Association, or his/her designee, may file a class action grievance with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the grievance. The grievance by an individual officer or by the President of the Association shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the officer or Association President, as applicable.

### **Step 3**

If the grievance has not been settled at Step 2, the Association President, the Sheriff or the County Judge may request within thirty (30) calendar days after receipt of the Sheriff's or County Judges' decision, that the grievance be submitted to negotiation. If a request for negotiation is made, the parties shall meet and confer concerning the grievance for a

period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the grievance. If the parties cannot resolve the grievance with thirty (30) calendar days, then they shall certify in writing that no resolution has been made.

#### **Step 4**

If the grievance has not been settled at Step 2, or no request is made by any party pursuant to Step 3 to submit the grievance to negotiation, then the Association shall have thirty (30) calendar days from the date that the Sheriff and/or County Judge declined the grievance in Step 2 to give notice of its intention to submit the grievance to final, binding arbitration as hereinafter provided. If the grievance is submitted for resolution at Step 3, then the Association shall have twenty (20) calendar days from the date that the parties certify that they cannot resolve the grievance to give notice of its intention to submit the grievance to final, binding arbitration is hereinafter provided. The parties shall arbitrate consistent with the provisions set forth in Attachment 2, which is incorporated by reference into this Article. Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

## **ARTICLE 19**

### **WAGES\***

#### **SECTION I**

Officers shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The wage tables listed below were effective on October 1, 2015 and shall remain in effective until September 30, 2017. If the county grants an across-the-board wage increase to non-bargaining unit employees, the members of the bargaining unit shall receive the same percentage increase above and beyond the contractual agreed wages. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

**A Sergeant or Lieutenant shall be required to have five (5) continuous years of service in rank in the Sheriff's Department to qualify for the step of Sergeant II or Lieutenant II. Such step shall be an automatic adjustment upon the Officer reaching his anniversary date.**

**MONTHLY, HOURLY AND YEARLY RATES**  
**LAW ENFORCEMENT DIVISION**  
**EFFECTIVE OCTOBER 1, 2015**  
**Rate of Increase (2%)**

	Hourly	Monthly	Yearly
<b>Deputy LE-1 (0-12)</b>	<b>\$23.1614</b>	<b>\$4,014.64</b>	<b>\$48,175.71</b>
<b>Deputy LE-2 (12-24)</b>	<b>\$25.7142</b>	<b>\$4,457.13</b>	<b>\$53,485.54</b>
<b>Deputy LE-3 (24-48)</b>	<b>\$26.8198</b>	<b>\$4,648.77</b>	<b>\$55,785.18</b>
<b>Deputy LE-4 (48-72)</b>	<b>\$27.9251</b>	<b>\$4,840.35</b>	<b>\$58,084.21</b>
<b>Deputy LE-5 (72-96)</b>	<b>\$28.9045</b>	<b>\$5,010.11</b>	<b>\$60,121.36</b>
<b>Deputy LE-6 (96-120)</b>	<b>\$29.9022</b>	<b>\$5,183.05</b>	<b>\$62,196.58</b>
<b>Deputy LE-7 (120-180)</b>	<b>\$30.8013</b>	<b>\$5,338.89</b>	<b>\$64,066.70</b>
<b>Deputy LE-8 (180+)</b>	<b>\$31.2595</b>	<b>\$5,418.31</b>	<b>\$65,019.76</b>
<b>Sergeant</b>	<b>\$32.7247</b>	<b>\$5,672.28</b>	<b>\$68,067.38</b>
<b>Sergeant II</b>	<b>\$33.3792</b>	<b>\$5,785.73</b>	<b>\$69,428.74</b>
<b>Lieutenant</b>	<b>\$34.3242</b>	<b>\$5,949.53</b>	<b>\$71,394.34</b>
<b>Lieutenant II</b>	<b>\$35.0107</b>	<b>\$6,068.52</b>	<b>\$72,822.26</b>
<b>Captain</b>	<b>\$38.6204</b>	<b>\$6,694.20</b>	<b>\$80,330.43</b>
<b>Major</b>	<b>\$42.3685</b>	<b>\$7,343.87</b>	<b>\$88,126.48</b>

**CORRECTIONS CENTER DIVISION**  
**EFFECTIVE OCTOBER 1, 2015**  
**Rate of Increase (2%)**

	Hourly	Monthly	Yearly
<b>Corrections CO-1 (0-12)</b>	<b>\$16.9606</b>	<b>\$2,939.84</b>	<b>\$35,278.05</b>
<b>Corrections CO-2 (12-24)</b>	<b>\$19.3528</b>	<b>\$3,354.49</b>	<b>\$40,253.82</b>
<b>Corrections CO-3 (24-36)</b>	<b>\$20.6772</b>	<b>\$3,584.05</b>	<b>\$43,008.58</b>
<b>Corrections CO-4 (36-48)</b>	<b>\$21.6870</b>	<b>\$3,759.08</b>	<b>\$45,108.96</b>
<b>Corrections CO-5 (48-60)</b>	<b>\$23.2100</b>	<b>\$4,023.07</b>	<b>\$48,276.80</b>
<b>Corrections CO-6 (60-84)</b>	<b>\$23.6819</b>	<b>\$4,104.86</b>	<b>\$49,258.35</b>
<b>Corrections CO-7 (84-120)</b>	<b>\$24.3937</b>	<b>\$4,228.24</b>	<b>\$50,738.90</b>
<b>Corrections CO-8 (120+)</b>	<b>\$24.7580</b>	<b>\$4,291.39</b>	<b>\$51,496.64</b>
<b>Corrections Sergeant</b>	<b>\$30.1383</b>	<b>\$5,223.97</b>	<b>\$62,687.66</b>
<b>Corrections Sergeant II</b>	<b>\$30.7411</b>	<b>\$5,328.46</b>	<b>\$63,941.49</b>
<b>Corrections Lieutenant</b>	<b>\$31.6115</b>	<b>\$5,479.33</b>	<b>\$65,751.92</b>
<b>Corrections Lieutenant II</b>	<b>\$32.2437</b>	<b>\$5,588.91</b>	<b>\$67,066.90</b>
<b>Corrections Captain</b>	<b>\$35.5680</b>	<b>\$6,165.12</b>	<b>\$73,981.44</b>
<b>Corrections Major</b>	<b>\$39.0200</b>	<b>\$6,763.47</b>	<b>\$81,161.60</b>

**MONTHLY, HOURLY AND YEARLY RATES**  
**LAW ENFORCEMENT DIVISION**  
**EFFECTIVE OCTOBER 1, 2016**  
**Rate of Increase (0%)**

	Hourly	Monthly	Yearly
Deputy LE-1 (0-12)	\$23.1614	\$4,014.64	\$48,175.71
Deputy LE-2 (12-24)	\$25.7142	\$4,457.13	\$53,485.54
Deputy LE-3 (24-48)	\$26.8198	\$4,648.77	\$55,785.18
Deputy LE-4 (48-72)	\$27.9251	\$4,840.35	\$58,084.21
Deputy LE-5 (72-96)	\$28.9045	\$5,010.11	\$60,121.36
Deputy LE-6 (96-120)	\$29.9022	\$5,183.05	\$62,196.58
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Sergeant	\$32.7247	\$5,672.28	\$68,067.38
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Lieutenant	\$34.3242	\$5,949.53	\$71,394.34
Lieutenant II	\$35.0107	\$6,068.52	\$72,822.26
Captain	\$38.6204	\$6,694.20	\$80,330.43
Major	\$42.3685	\$7,343.87	\$88,126.48

**CORRECTIONS CENTER DIVISION**  
**EFFECTIVE OCTOBER 1, 2016**  
**Rate of Increase (0%)**

	Hourly	Monthly	Yearly
Corrections CO-1 (0-12)	\$16.9606	\$2,939.84	\$35,278.05
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Corrections CO-8 (120+)	\$24.7580	\$4,291.39	\$51,496.64
Corrections Sergeant	\$30.1383	\$5,223.97	\$62,687.66
Corrections Sergeant II	\$30.7411	\$5,328.46	\$63,941.49
Corrections Lieutenant	\$31.6115	\$5,479.33	\$65,751.92
Corrections Lieutenant II	\$32.2437	\$5,588.91	\$67,066.90
Corrections Captain	\$35.5680	\$6,165.12	\$73,981.44
Corrections Major	\$39.0200	\$6,763.47	\$81,161.60

For the purposes of this Article, the average across the board wage increase given to non-bargaining unit county employees shall be calculated by averaging the percentage wage increase in that fiscal year of each non-bargaining unit county employee and determining the average wage increase of all non-bargaining unit county employees. The county may use cost of living adjustments, market surveys, reclassifications, or merit pay to determine the percentage increase of each non-bargaining county employee. The calculation of an across-the-board increase to non-bargaining unit county employees shall exclude the percentage of a wage increase of an employee based upon a promotion. The Deputy LE and Corrections Officer positions in the Law Enforcement and Corrections Center Divisions are pay grades only. Movement between all pay grades is based upon time in grade and pay grades are not subject to Article 14, "Promotions".

Any Corrections Officer may be assigned to the position of Maintenance Officer. Maintenance Officers shall be paid at the salary set by the County for the position or at their appropriate pay step as a Corrections Officer, which is greater.

## **SECTION II**

### **Certificate/Education Pay**

Officers will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains either an Intermediate Certification through TCLEOSE, or an Associate Degree in Criminal Justice.

An Officer who attains an Advanced Certification through TCLEOSE, or a Baccalaureate Degree in Criminal Justice, or other four (4) year degree from an accredited college or university that is adjudged by the Sheriff to closely relate to Law Enforcement work, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

An officer who attains a Masters Certification through TCLEOSE or a Master's Degree adjudged by the Sheriff to closely relate to Law Enforcement work shall be provided \$125.00 per month in addition to the base rate, and in addition to the payment that is being provided for Advanced Certification and the payment that is being provided for the Intermediate Certification.

No officer in the Department compensated pursuant to Section A of this Article shall receive more than a total of \$300.00 monthly for the Certification/Education pay.

**SECTION III****Transfer Officer/ Work Release Pay/Court Officers**

Any officer assigned to perform duties as a Transfer Officer or Work Release Officer shall be filled by correctional officers from within the Correctional Division. Correctional Officers currently assigned as a transfer Officer or Work Release Officer shall be grandfathered for wages only and shall show no reduction in salary so long as he or she is performing such duties. Any assignment as a Transfer Officer or Work release Officer after the ratification of this agreement shall be paid in accordance with applicable Correctional Officer pay scale. For the purposes of this Section, the term "Transfer Officer" shall mean an officer whose primary duty is the transfer of prisoners to and from Jefferson County detention center and other detention centers either within or outside Texas.

Correctional Officers currently assigned as Court Officers shall be required to successfully complete the Department's FTO program in order to maintain the position of Court Officer. Upon ratification of this agreement, current Court Officers shall begin to accumulate seniority in the Law Enforcement Division. All future Court Officer positions shall be filled by Deputies from the Law Enforcement Division.

**SECTION IV****Longevity Pay**

In addition to the base wage rates, officers shall be compensated longevity pay at the rate of (\$6.26) per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 Monthly Maximum) by the County.

**SECTION V****Increased Pay for Prior Experience**

Any officer with five (5) or more years of experience who hires into the Sheriff's Office from another agency may at the Sheriff's discretion begin pay at up to the step four level, as set out in Article 19, Section 1, above. For the purpose of this section, experience shall be defined as full-time paid employment as a corrections officer or peace officer certified by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).

The Association Shall indemnify the County and the Sheriff and hold them harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of, any action taken by the

County and/or the Sheriff for the purpose of complying with the provisions of this section.

## **SECTION VI**

### **Divisional Transfers**

An Officer who transfers from one division to another, shall, for the purposes of time in step, begin at the lowest pay step. However, in no event shall any transferring officer suffer a reduction in pay, except for disciplinary actions, failure to complete the FTO program or voluntary reassignment. Any other transferring officers shall maintain their current pay rate until they have accrued enough time in their new division that would entitle them to an increase in pay. At such time, the transferring officer's step shall henceforth conform to the normal pay step procedures spelled out in Article 19, Section 1, above. Provided, however, that any supervisor (sergeant, lieutenant, captain or major) who voluntarily transfers and is required by the transfer to give up his rank, shall enter the new division at the highest non-supervisory pay the transferor earned before he or she became a supervisor.

## **Section VII**

### **Specialty Pay**

In addition to base wage rates, Deputies assigned to the SWAT team shall receive an additional \$50.00 a month.

Deputies and Correction Officers assigned as a Field Training Officer shall receive an additional \$50.00 a month, only while actively training.

Deputies and Corrections Officers designated by the Sheriff as translators shall receive an additional \$50.00 a month. The Sheriff shall set the criteria for recognition for bilingual/translator designation.

## **Section VIII**

### **Shift Differential**

The County and the Association agree to re-open the contract in the third year of this agreement, for the sole purpose of addressing shift differential pay.

## **ARTICLE 20**

### **HOURS OF WORK AND OVERTIME COMPENSATION**

#### **SECTION I**

##### **Work Day/Work Week**

Officers shall work forty (40) hours per week. The work period shall consist of eighty (80) hours per fourteen (14) day work cycle. The work day for all officers shall include any shift briefings and training required by the Department.

#### **SECTION II**

##### **Meal Period**

All officers shall have no more than a thirty (30) minute meal period and no less than a twenty (20) minute meal period on any shift. Officers shall not be paid for the meal period unless called to duty during the meal period. An officer shall be completely relieved from duty during the meal period and may not be called to duty during the meal period except in an emergency. In the event that an officer is called to duty during the meal period then the meal period shall be rescheduled during the same shift or the meal period shall be subject to compensation as time worked at the option of the affected officer.

#### **SECTION III**

##### **Overtime**

A. All work performed by Officers, holding the rank of Major and below, in excess of his/her regularly scheduled 40 hour work week shall be deemed overtime; and shall be compensated on the basis of time-and one half the officer's regular rate of pay. When overtime occurs as a result of a shift assignment change, an officer may elect to be paid at the straight time rate for the time worked, or an equal amount of compensatory time. Excused absences with pay (specifically vacation, holiday, compensatory time and emergency leave) shall be deemed as time worked for the purpose of computing hours worked.

B. All work performed by Deputies and Supervisors assigned to the Marine unit shall be calculated in accordance with 29USC section 207K , in that no overtime compensation is required until the number of hours worked exceeds 43 in a 7 day work period. All hours in excess of 43 hours worked in a week shall be deemed overtime and administered with all other consideration as dictated under Article 20, Section III, Subsection A.

C. This subsection shall apply solely to employees assigned to the Corrections Division. An overtime force list shall be maintained, on an annual basis, based upon overtime worked. When any officer works overtime, for any reason, they shall be awarded one (1) point for each hour worked. Points will only be awarded for whole hours. In the event that overtime is necessary, the supervisor will announce the number of slots needed to fill the shift. If more officers than needed respond, the officers with the highest seniority will work. If the posts are not filled by announcement, the officer or officers, with the fewest number of overtime points will be "forced over" and required to work based upon their least number of overtime points. In the event of a tie in the least number of points, then the officer with the least seniority shall work. Officers can only be forced to work within their job classification and can only accrue overtime points while working within their job classification. This subsection shall be re-evaluated on or before May 1 of each year. If the Association and Sheriff do not mutually agree in writing to extend the subsection, the subsection shall cease to be valid and enforceable.

If the Association and Sheriff agree to amend this subsection, the parties may re-open for the sole purpose of amending this subsection. The Association shall submit any changes of ratification to the members and if ratified, the Association and Sheriff may sign a Letter of Understanding and attach such to this Agreement.

#### **SECTION IV**

##### **Court time**

Officers attending court shall be treated as on-duty for time attend in court as a witness in a duty-related matter and the provisions of Section V shall apply. This provision applies to the following courts and hearings:

- A. Federal Court
- B. Grand Juries
- C. State District Court
- D. Justice Of The Peace Court
- E. County Courts at Law
- F. Municipal Courts
- G. Juvenile Court Proceedings of any kind
- H. Texas Alcoholic Beverage Commission Hearings
- I. Parole Revocation Hearings
- J. Any hearing conducted by an administrative law judge

**SECTION V**  
**Call Back**

Any officer called back to duty from off-duty or on a regularly scheduled day off shall be compensated at a minimum of two (2) hours pay at the rate of time-and-one-half the officer's regular rate of pay.

**SECTION VI**  
**Standby**

In the event that an officer is ordered to standby by a supervisor authorized to order such standby at least forty-eight (48) hours prior to the commencement of duty, the officer shall receive one hour of pay at the straight time rate per eight hours of standby, or any fraction thereof. In the event that the officer is ordered to standby less than forty-eight (48) hours prior to the commencement of duty, the officer shall receive two (2) hours of pay the straight time rate per eight hours of standby, or any fraction thereof.

**SECTION VII**  
**Schedule Changes**

Days off, schedules, shifts, tours of duty or assignments shall not be changed solely for the purpose of avoiding the payment of overtime to individual officers.

**SECTION VIII**  
**Election**

An officer may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time. An officer may not accrue more than 480 hours of compensatory time. The County may elect to pay all or part of any accumulated compensatory time that exceeds 240 hours. However, by mutual agreement with the officer, the County may elect to pay all or part of any accumulated compensatory time.

**SECTION IX**  
**STEP Program**

Overtime assignments to the STEP program shall be made consistent with current practices in effect in the Sheriff's Office as of the effective date of this Agreement.

## **SECTION X**

### **Training time**

Any training time required by the Sheriff's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article. The Sheriff's Office may adjust days off, schedules, tours of duty or assignments for the purpose of reducing overtime payments under this subsection.

## **SECTION XI**

### **Emergency Closure**

Whenever there is an official emergency closure of all County operations, all approved essential employees (exempt or non-exempt) required to remain at work/report to work will be compensated at their regular rate of pay. In addition, they will receive premium/extraordinary pay at 1 / 2 times their hourly salary for the duration of the emergency closure for all documented time during which work is performed. All hours worked in excess of 40 hours per designated work week will be paid in accordance with FLSA guidelines. The maximum number of work hours which may be recorded for any work day is limited to 24 hours per day during the first 72 hours of the emergency closure and 18 hours per day thereafter. All hours must be documented in a format approved by the County Auditor.

## **ARTICLE 21**

### **VACATIONS**

#### **SECTION I**

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, an officer shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

#### **MONTH OF EMPLOYMENT DAYS/HOURS OF VACATION**

January 10 days/80 hours  
February 9 days/72 hours  
March 8 days/64 hours  
April 7.5 days/60 hours  
May 7 days/56 hours  
June 6 days/48 hours  
July 5 days/40 hours

August 4 days/32 hours  
September 3 days/24 hours  
October 2.5 days/20 hours  
November 2 days/16 hours  
December 1 day/8 hours

## **SECTION II**

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the employee was first employed. Vacation days shall be credited as of January 1 of each calendar year.

### **COMPLETED YEARS OF SERVICE DAYS/HOURS OF VACATION**

1 through 4	10 days/80 hours
5 through 9	15 days/120 hours
10 through 14	20 days/160 hours
15 through 25	25 days/200 hours

## **SECTION III**

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) months service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

## **SECTION IV**

Members of the bargaining unit who have at least fifteen (15) years of service may receive pay-in-lieu of no more than eighty (80) hours vacation annually, subject to funds being available in the budget for this benefit, and subject to the approval of the Sheriff. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all officers making the request for the benefit.

## **SECTION V**

In documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has

commenced his/her vacation may submit a request to the Sheriff for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

## **SECTION VI**

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to officers so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination.

## **ARTICLE 22**

### **HOLIDAYS**

## **SECTION I**

The following twelve (12) holidays shall be provided by the County.

New Year's Day, M.L. King Day,  
Presidents Day, Good Friday  
Memorial Day, July 4<sup>th</sup>, Labor Day  
Veteran's Day, Thanksgiving and Day after Thanksgiving  
Christmas Eve\*, Christmas Day

\*Depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

## **SECTION II**

If a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for actual hours worked. The Officers shall have the option of choosing compensatory time in lieu of pay.

For Officers assigned to the Marine Unit, if a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a

## **SECTION IV**

The Sheriff may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leaves shall be provided to the Auditor's office by the Sheriff. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, an officer must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

## **SECTION V**

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

## **SECTION VI**

Members of the bargaining unit employed prior to **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for one-half of their unused, accrued sick leave up to a maximum of 720 hours.

Members of the bargaining unit employed after **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for 10 % of their unused, accrued sick leave.

However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

## **SECTION VII**

### **Emergency Leave**

In the event that an officer suffers a death in the family, the officer may take up to three (3) days off with pay. The word "family" shall include spouse, child, grandchild, parent, guardian, brother, sister, grandfather or grandmother of the officer, or of the officer's spouse.

## **SECTION VIII**

Officers who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time

in addition to the amount of vacation time that the Officer is entitled to under Article 21 of this Agreement.

## **SECTION IX**

### **Personal Leave**

Subject to the approval of the Supervisor, officers may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These 16 hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that employees are unable to conduct during or because of normal working hours. Employees must schedule personal time off at least 24 hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes 90 days of employment. Each officer shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

## **ARTICLE 24**

### **INJURY LEAVE**

#### **SECTION I**

An officer who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act.

#### **SECTION II**

Injury leave shall accrue at the same rate as sick leave. Injury leave may not be charged against sick leave or vacation, but may be charged to FMLA leave if applicable. Employees off on injury leave will not receive holiday pay.

#### **SECTION III**

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

## **ARTICLE 25** **LEAVE OF ABSENCE**

### **SECTION I**

After an officer's sick leave and all other available accrued leave have been exhausted and the officer has been absent for 80 hours without pay, the Sheriff shall recommend to the Commissioner's Court for approval to:

- A. Dismiss the officer; or
- B. Place the officer upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

### **SECTION II**

A leave of absence without pay may be granted at the discretion of the Sheriff, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

### **SECTION III**

No vacation, sick leave or credit for retirement service shall accrue while an officer is on leave of absence without pay, for any reason.

### **SECTION IV**

An officer shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

## **ARTICLE 26** **MILITARY LEAVE**

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to eighty hours per year. The employee should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, an employee must provide at least thirty (30) days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required..

2. A Department Head/Elected Official must reschedule an affected employee's work schedule, if at all possible, to avoid conflicts between

work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Employees having a minimum of one year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation if the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County. To receive supplemental pay from the County, the employee must furnish a certified statement of the military pay and allowances for the time off. The employee must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the employee fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for employees on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement. Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments. During the period of military leave, employees shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the employee. The County Health and Life Insurance Programs contain exclusions for acts of war. Employees who are called to:

- 1) Active military duty during a conflict;
- 2) State active military service;
- 3) Service supporting the Department of Emergency Management operations;

- 4) Service supporting the Department of Homeland Security or
- 5) Any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the employee discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document. The employee must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such employee will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

## **ARTICLE 27 JURY DUTY**

Officers shall be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Officers shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

## **ARTICLE 28 DISCIPLINARY ACTIONS**

### **SECTION I**

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Sheriff. For purposes of this Article, all disciplinary actions taken by the Sheriff are final except insofar as exempted hereinafter. For purposes of appeal of a disciplinary action, only the affected member of the bargaining unit may appeal a disciplinary action taken by the Sheriff. For purposes of this Article, only disciplinary action resulting in termination of a member of the bargaining unit may be appealed to the Citizens Advisory Panel set forth in Section 5. Other disciplinary actions imposed by the Sheriff (suspensions, demotions, written reprimands, oral reprimands) are subject to Sections 2, 3 and 4 herein; and any disciplinary actions imposed by the Sheriff are final and non-appealable.

## **SECTION II**

Upon notification of a complaint filed by any person, such complaint shall be referred to the Internal Affairs Division (hereinafter referred to as "I.A.D.") for investigation. The I.A.D. shall thoroughly investigate all complaints submitted to it and shall do so within a reasonable period of time consistent with the nature of the complaint being investigated. However, disciplinary action shall be taken on or before 180 calendar days from occurrence for misconduct, involving non-criminal related acts. Disciplinary action shall be taken on or before 180 calendar days from discovery for misconduct involving criminal related acts. Nothing herein requires that an officer be charged with a criminal offense for the misconduct to be involving criminal related acts. Investigations shall be conducted pursuant to the procedure set forth in Attachment 4 and incorporated by reference herein.

## **SECTION III**

Upon the completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the merit of the accusation, which it believes should be imposed. The Board may find the case is Sustained (the complaint was supported), Not sustained (insufficient evidence to either prove or disprove the complaint), Unfounded (the complaint was false or didn't occur) or Exonerated (the act occurred but was legal, justified and proper under the circumstances). If the Board finds that a case is sustained, it shall then recommend the discipline, which it believes, should be imposed, including termination.

Upon completion of its investigation, I.A.D. may, without recommendation, forward the results thereof to the Disciplinary Review Board (hereinafter referred to as the "D.R.B."). The Law Enforcement D.R.B will hear disciplinary cases of Law Enforcement Division bargaining members. The Corrections D.R.B will hear disciplinary cases of the Corrections Division bargaining members. Each D.R.B shall be composed of six (6) persons from the bargaining unit, from the division, which the affected bargaining member is assigned. The Sheriff shall appoint the Chairman of the D.R.B for a term of one (1) year and serve on both the Law Enforcement and Corrections Boards. The remaining six (6) members of each Board shall be randomly selected. In the event a supervisor comes before the board facing disciplinary action, a Special D.R.B. Board shall be formed, consisting of (6) members of equal or higher rank to the affected member. The Supervisor D.R.B. shall be appointed in the same

manner as a non-supervisory D.R.B., yet will not be a standing D.R.B. and shall be released after rendering its findings.

Members chosen to serve on the D.R.B shall serve a term of one (1) year. The chairman shall be appointed at the beginning of each year and serve concurrent term with the other members of each board. A person who has served on the D.R.B may not serve another term for a period of two (2) years. Any person, who has had a disciplinary case that's proven to be sustained, cannot serve on the D.R.B for a period of twelve (12) months from the date the case was found to have been sustained.

Any person, who has had a disciplinary case proven to have merit, cannot serve on the D.R.B. for a period of 12 months from the date the case was found to have merit. Upon referral of a complaint from I.A.D., the D.R.B. shall hear the matter within ten (10) days of receipt of the complaint from I.A.D. At the hearing before the D.R.B., the affected member may consult with a representative (who may not be present at the hearing) and present testimony; the complainants may present testimony; and I.A.D. may present the evidence obtained during its investigation. The hearing shall be tape-recorded and a copy shall be made available upon request to the affected member. Within seven (7) days of completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the discipline, which it believes should be imposed. The D.R.B. may find the complaint is without merit; that the complaint has merit and recommend the disciplinary action to be taken; or that the complaint has merit and recommend termination.

## **SECTION IV**

Upon determination of its recommendation on disciplinary action to be, the D.R.B. shall notify the Sheriff in writing of its decision. Within ten (10) days of receipt of the written recommendation by the D.R.B., the Sheriff shall determine the disciplinary action to be taken against the affected member. The Sheriff may accept or reject either in whole or in part the recommendation of the D.R.B.

## **SECTION V**

In the event that the D.R.B. recommends termination of the disciplined officer, or the Sheriff terminates an officer by rejecting a lesser recommendation by the D.R.B. pursuant to Section 4 herein, the matter shall then be referred to a Citizens Advisory Panel (hereinafter referred to as "the Panel") unless the affected members signs a waiver. The Panel shall

be comprised of three (3) residents of Jefferson County, Texas, unless otherwise agreed; and three alternates who shall also be residents of Jefferson County, Texas, unless otherwise agreed. The Panel members and alternates are named in Attachment 5, attached hereto and incorporated by reference into this Agreement. The Panel members and alternates shall serve a term that runs concurrent with the effective and termination dates of this Agreement. Within two (2) weeks of receipt of the recommendation for termination of the D.R.B. or the Sheriff's rejection of a D.R.B. recommendation for less than termination, the Panel shall hear the facts and circumstances surrounding the matter involving the disciplined employee. The time limit for any such hearing by the Panel shall not exceed eight (8) hours, except that by a majority vote of the Panel, the hearing time may be extended. The disciplined employee may have a representative to speak on his/her behalf. The Panel may hear testimony from the disciplined employee, the Association or the Sheriff or his designated representative. The Panel may rely in whole or in part on the testimony presented to the D.R.B. The disciplined employee and any complaining witness(s) may be examined and cross-examined. By a majority vote, the Panel may admit other relevant oral or documentary evidence. The Rules of Civil Procedure and Civil Evidence shall not apply. The proceeding shall not be recorded. Any matter admitted to this hearing may not be used for any subsequent purposes. The parties agree that members of the Panel will not in any subsequent proceeding be called as witnesses to testify regarding matter presented to the Panel. After its hearing, the Panel shall convene in private and by majority vote determine if it recommends that the termination be reconsidered and lesser discipline imposed; or if the termination should stand. The recommendation of the Panel shall be forwarded to the Sheriff for a decision based upon that recommendation. Within ten (10) days of receipt of the written recommendation of the Panel, the Sheriff shall determine if the officer should be terminated, or whether a lesser disciplinary action should be taken. The decision of the Sheriff shall be based upon whether or not just cause exists for the termination. For the purposes of this Section, the term "just cause" means that the discharge action of the Sheriff's Department was reasonable in light of all circumstances; or was done for good and sufficient reasons.

## **SECTION VI**

Any affected member of the bargaining unit may elect to have the Sheriff, determine the merit of a complaint. The Sheriff may, in his discretion, elect to determine the discipline to be imposed. In the event an election is made by the Sheriff to not determine the merit, then the Officer may appeal pursuant to Section 3, 4, and 5 of this Article. In the

event that such election is made by the Sheriff to determine the merit, the D.R.B. will not be convened to hear the complaint; but rather, the Sheriff may hear such evidence, as he deems appropriate. If the affected member notifies the Sheriff that he would like a personal conference, the Sheriff shall personally meet and discuss the incident with the affected officer before any disciplinary action is taken. The Sheriff, if he finds the complaint is sustained, will then determine the discipline to be imposed. The determination by the Sheriff shall be final.

## **SECTION VII**

The Sheriff shall establish procedures and forms to be used by I.A.D., and the D.R.B. in their investigation of complaints and recommendations as to disciplinary matters.

## **ARTICLE 29**

### **INSURANCE**

## **SECTION I**

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

## **SECTION II**

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premiums for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half match, the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

## **ARTICLE 30**

### **MISCELLANEOUS PROVISIONS**

## **SECTION I**

The County shall reimburse any officer for personal items stolen or damaged as a result of a work-related incident up to a maximum amount

of \$700.00 per occurrence; provided that the officer files a written report of the incident within 24 hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the officer's work; and provided further that the officer provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within 30 days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality. Excluded from this provision are any items that are prohibited by the Sheriff for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Officer that does not aid in the furtherance of the job duties.

## **SECTION II**

Officers may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

## **SECTION III**

Officers shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any officer to perform non-bargaining unit work. In the event of exigent circumstances, such as a natural disaster, the Sheriff may require officers to perform work other than that normally and customarily related to the performance of duties.

## **SECTION IV**

The Correctional Department shall be staffed by correctional officers as required and/or approved by the Texas Commission on Jail Standards.

## **SECTION V**

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are:

(1) Not in uniform;

(2) Not displaying any badge, insignia or equipment of the Department; or

(3) Not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Department; or (3) not on duty.

## **SECTION VI**

If at any time during the term of this Agreement, or any extension thereof, the electorate of Jefferson County, Texas subjects the government of the County to a rollback election; and as result of such rollback election, the government of the County suffers a reduction in revenues due to a reduction in the tax rate, then the Association agrees to reopen the salary provisions of this Agreement set forth in Article 19 for the purpose of renegotiating such salaries.

## **SECTION VII**

The Sheriff and/or County shall provide the following materials to every officer:

A. A copy of all county personnel policies, Department operations manual and rules and regulations.

B. A copy of this Agreement.

## **SECTION VIII**

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

## **ARTICLE 31**

### **CLOSING STATEMENTS**

#### **SECTION I**

##### **Savings Clause**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

#### **SECTION II**

##### **Full and Final Scope of the Agreement**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

### SECTION III Approval

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 10<sup>th</sup> day of October, 2016, and has been approved by the Sheriff by his signature being affixed hereto, and has been ratified by the Jefferson County Association of Deputy Sheriffs and Correction Officers on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

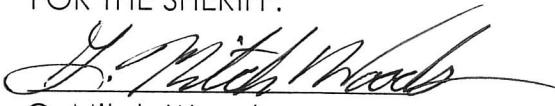
FOR THE COMMISSIONER'S COURT:

  
Jeff Branick  
County Judge

FOR THE ASSOCIATION:

  
William "Ike" Eichelberger  
President

FOR THE SHERIFF:

  
G. Mitch Woods  
Sheriff

**ATTACHMENT 1**  
**RELEASE OF LIABILITY**  
**For**  
**Deputy Chiefs, Assistant Deputy Chiefs**  
**And Administrative Assistant to the Sheriff**

I, [NAME], in consideration for the joint promises herein made, the receipt and sufficiency of which is hereby acknowledged and accepted, do hereby agree to the following:

**I.**

I have accepted the appointment to Deputy Chief/Assistant Deputy Chief/Administrative Assistant to the Sheriff at the Jefferson County Sheriff's Office, and recognize such position to be excluded from the Agreement between the Association, the County and the Sheriff. I further recognize that I must sign this Release of Liability Agreement as a condition of appointment to my position. The Association does not represent this position; and I am not covered by the Agreement between the Association, the County and the Sheriff. Therefore, I release the Association and indemnify it from any and all liability for any claim that I might have arising out of the Association's alleged breach of its duty of fair representation or arising out of any related claim for not representing me in collective bargaining negotiations as required by State law, or for not representing me under the grievance procedure as set forth in the Agreement.

**II.**

I hereby voluntarily relinquish any and all rights and benefits set forth, And granted under the existing Agreement between the Association, the County and the Sheriff, including but not limited to inclusion as a member of the collective bargaining unit; coverage under any and all wage plans and other fringe benefits under the Agreement, either of a direct or indirect nature (including but not limited to wages, insurance plans/premium payments, work hours, clothing allowance, leave time, holidays, overtime pay, call-back/standby pay, longevity pay and certificate pay); and the right to file any and all grievances pursuant to Article 18 of the Agreement or disciplinary appeals pursuant to Article 25 of the Agreement alleging a violation thereto for events occurring while I hold this position.

**III.**

By execution of this Release of Liability, I do not relinquish any of my rights or benefits that accrue as a result of my employment by Jefferson County and the Jefferson County Sheriff's Department and that are independent of the Agreement. In the event that I voluntarily or involuntarily relinquish my position and return to the bargaining unit, I will thereafter have the full protection of the Association from and after the effective date that I so return without the requirement of payment of any back dues, assessments, charges or penalties of any other type.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BY: [NAME]**  
Deputy Chief/Assistant Deputy  
Chief/Administrative Assistant

**ACCEPTED:**  
**JEFFERSON COUNTY ASSOCIATION OF DEPUTY  
SHERIFFS AND CORRECTION OFFICERS**  
By:  
William "Ike" Eichelberger, President

**ACCEPTED:**  
**JEFFERSON COUNTY**  
By:  
Jeff Branick, County Judge

**ACCEPTED:**  
**JEFFERSON COUNTY SHERIFF OFFICE**  
By:  
G. Mitch Woods, Sheriff

**ATTACHMENT 2**  
**Binding Arbitration**

A. If a grievance is submitted to final, binding arbitration by the parties, the Sheriff and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Sheriff and the Association.

D. The Sheriff and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Sheriff and/or County and the Association shall share equally the fees and expenses of the arbitrator.

### **ATTACHMENT 3** **Internal Affairs Procedures**

#### **Section 1.** **Conduct of Interview**

An interview of an officer under investigation shall take place at the Sheriff's Office. The officer may bring his supervisor with him to the interview. The officer shall be informed of the rank, name and command of the investigator and the identity of all persons present during the interrogation. The officer shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided. The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. The officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment, except that the investigator may inform the officer that his/her conduct or his/her failure to cooperate with IAD and its investigation can become the subject of disciplinary action resulting in disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

#### **Section 2.** **Right to Contact Attorney.**

In all cases where an officer is to be interviewed concerning an alleged act which, if proven, may result in his temporary suspension or dismissal from the service, he shall be afforded a reasonable opportunity, but not to exceed forty-eight (48) hours, and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association (or CLEAT) before being interviewed. An attorney of his own choosing and/or a representative of the Association (or CLEAT) may be present during the interview. In the event that an officer appears with an Association representative or attorney, the Sheriff or other interrogating officer shall have the option of continuing or terminating the interview. In lieu of an interview, the Sheriff may provide the affected officer with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response sworn to and notarized under oath.

If an officer is under arrest or is likely to be, or is a suspect or the target of a criminal investigation, the officer shall be given his/her rights pursuant to the Miranda Decision. The officer shall be given an exact copy of any written statement he may execute.

**Section 3.**  
**Recording of Interview.**

IAD shall tape record any interview of an officer under investigation pursuant to Section 1 herein; and shall make a copy of said tape recording available to the officer being interviewed.

**Section 4.**  
**Notification of Findings.**

The Sheriff shall provide written notice in a sealed envelope to the individual officer of the final status of any complaint filed with the Sheriff's Office, by mailing said written notice to the officer's last known address by certified, return receipt mail.

**Section 5.**  
**Use of Polygraph.**

No polygraph shall be used to question an officer in an IAD investigation.

**ATTACHMENT 4**  
**Citizens' Advisory Panel**

The Citizens' Advisory Panel, hereinafter referred to as "the Panel", shall be constituted for all purposes set forth in Article 25 of the Agreement. The following three residents of Jefferson County are designated to serve on the Panel as permanent members for the duration of this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

In the event that any permanent Panel member, above, withdraws as a Panel member, is unable to complete his term as a Panel member, or is unavailable for a specific hearing, then one of the alternates, below, will be selected by the parties. The selection of an alternate will either be for one specific hearing (in which case the permanent Panel member will return to his duties at the next hearing); or in the event that the permanent member withdraws or is otherwise unable to complete his term, then for the duration of this Agreement. Any alternate will be selected by drawing an alternate panel member's name at random. The alternate members shall be:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**ATTACHMENT 5**  
**Waiver of the Citizens Advisory Panel**

**Jefferson County Sheriff's Office**  
**Internal Affairs Division**

**Waiver of the Citizens Advisory Panel**

**Date:**

**Re:**

I hereby waive any further actions of the disciplinary process, defined in Article 28, Section V of the Articles of Agreement between Sheriff Woods and The Jefferson County Sheriffs Association.

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Signed/Date

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Witness

**End of Contract**

**Special, January 03, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, January 03, 2017