

SPECIAL, 4/17/2017 1:30:00 PM

BE IT REMEMBERED that on April 17, 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 (ABSENT)

CHIEF DEPUTY COOPER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
April 17, 2017

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
April 17, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **17th** day of **April 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:

11:00 a.m.-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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 17-015/JW), Sale of Law Books.

SEE ATTACHMENTS ON PAGES 9 - 19

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve, execute, receive and file a renewal for (IFB 14-009/JW), Term Contract for Microfilm Supplies for Jefferson County with DecisionOne Corporation, Endicott Microfilm, and Western Micrographics & Imaging Systems for a third one (1) year renewal from May 2, 2017 to May 1, 2018. Proposed price increases are shown on Attachment A. The price increases are due to supplier cost increases.

SEE ATTACHMENTS ON PAGES 20 - 28

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve, execute, receive and file contract extension for (RFP 15-004/JW), Food Service for the Jefferson County Correctional Facility with Five Star Correctional Services for a period of forty-five (45) days, extending the current contract expiration date from May 29, 2017 to July 13, 2017.

SEE ATTACHMENTS ON PAGES 29 - 29

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

4. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for (RFP 17-004/JW), Development Proposals for Former Texas Youth Commission (TYC) Property in Jefferson County.

Action: TABLED

Notice of Meeting and Agenda and Minutes
April 17, 2017

5. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-025/KJS), Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport with Oldcastle Materials Texas, Inc. (Formerly APAC-Texas, Inc.) for a reduction in materials utilized for a decrease of \$27,404.95, bringing total contract amount from \$1,906,118.00 down to \$1,878,713.05. The original number of 150 projected contract working days for this project was increased by 125 days (for both a 45 day suspension and an 80 day extension), for a total of 275 working days. This change order increased the number of total contract working days for an additional 146 days, bringing the total number of working days from 275 days to final number of 421 days.

SEE ATTACHMENTS ON PAGES 30 - 40

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

6. Request approval to release retainage to Oldcastle Materials Texas, Inc. (Formerly APAC-Texas, Inc.) for (IFB 14-025/KJS), Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport, in the amount of \$93,935.65, Payment Application No. 9.

SEE ATTACHMENTS ON PAGES 41 - 42

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

7. Consider and approve, execute, receive and file a Certificate of Completion for (IFB 14-025/KJS), Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport, with Oldcastle Materials Texas, Inc. (Formerly APAC-Texas, Inc.)

SEE ATTACHMENTS ON PAGES 43 - 44

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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8. Consider and approve Phase 1 Fire, Smoke and Control Damper Testing Repairs for the Smoke Evacuation System at the Downtown Jail with SCI/Gowan for a total time and material not to exceed \$45,898.00. This is in accordance with 13/012PB-06 Choice Partners HVAC Equipment and Service Contract. Funds are available through Capital Projects.

SEE ATTACHMENTS ON PAGES 45 - 47

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

9. Consider and approve budget transfer for Road & Bridge Pct.4 for additional cost of equipment repairs.

114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$10,000.00	
114-0402-431-3079	CRUSHED STONE		\$10,000.00

SEE ATTACHMENTS ON PAGES 48 - 48

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

10. Receive and file Financial & Operating Statements - County Funds Only for the month ending January 31, 2017.

SEE ATTACHMENTS ON PAGES 49 - 63

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

11. Regular County Bills - check #432374 through checks #432626.

SEE ATTACHMENTS ON PAGES 64 - 72

Motion by: Commissioner Weaver

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 Agreement between the Texas Department of Agriculture and Jefferson County for The Community Development Fund for First time sewer service.

SEE ATTACHMENTS ON PAGES 73 - 97

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Receive and file executed Surface Lease SL20170030 between Jefferson County, Texas and the Texas General Land Office for beach restoration.

SEE ATTACHMENTS ON PAGES 98 - 113

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the City of Nederland for street work pursuant to Chapter 792 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 114 - 116

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

15. Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the Nederland Independent School District for parking areas pursuant to Chapter 792 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 117 - 119

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 17, 2017

16. Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the City of Groves for street work pursuant to Chapter 792 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 120 - 122

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

17. Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the City of Port Neches for street work pursuant to Chapter 792 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 123 - 129

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

18. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations. Requested Recommendation Southeast Texas Arts Council \$14,000- \$5,000 Printing/distribution of Off Ramp Magazine Texas Style Cool Autumn Nites \$4,320- \$4,320 Print media Jefferson County Tourism Committee \$7,500- \$7,500 10th Anniversary of the Visitors Center

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

19. Discuss and consider action on slab elevation of home located at 10025 Jason Court.

CONTINUE TO FOLLOW COUNTY POLICY

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 17, 2017

20. Consider and possibly authorize litigation regarding a claim of Jefferson County Tourism Commission.

Action: TABLED

ENGINEERING:

21. Receive and file drainage easement documents for 30-foot easement from Turner Industries Group, LLC. This project is located in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 130 - 133

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

April 17, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-015/JW, Sale of Law Books. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Sale of Law Books
BID NO: IFB 17-015/JW
DUE DATE/TIME: 11:00 AM CDT, Tuesday, May 16, 2017
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 19, 2017 & April 26, 2017

IFB 17-015/JW
Sale of Law Books
Bids due: 11:00 AM CDT, Tuesday, May 16, 2017

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Bid Submissions:

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the highest dollar offeror is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

10. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

15. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

16. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

17. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

18. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

19. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593, regarding any questions or comments. Please reference bid number IFB 17-015/JW.

1. Objective

Jefferson County seeks to sell law books that are housed in the Jefferson County Courthouse.

2. Scope

The Purchasing Department will receive sealed bids for the Sale of Law Books. The books will be sold as listed on the Bid Form. All offers must be submitted on the official bid form included as part of this IFB.

The successful bidder shall be solely responsible for picking up and transporting the books. Books must be picked up within fifteen (15) days of notification of award.

3. Description

The law books being sold are listed below. Please note that all book sets listed may be incomplete, and are being sold “as is.”

Southwestern Reporter – 2nd Edition (1-999) = 502 total books

Southwestern Reporter – 3rd Edition (1 to date) = 392 total books, plus paper supplements

West Texas Digest – 2nd Edition (1-69) = 265 total books

Vernon’s Texas Code Annotated = 272 books plus index, supplements, and 6 volumes of session (paperback)

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 17-015/JW, Sale of Law Books

Name: _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Email Address: _____

Mailing Address:

Address

City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name	
Address			_____	
_____	_____	_____	_____	_____
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	

Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Sale of Law Books.

The Contractor is now bound to buy the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

Payment shall be made by the successful bidder, by guaranteed funds, within fifteen (15) days of notification of award.

This contract shall henceforth be referred to as Contract No. IFB 17-015/JW.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Must Complete and Return This Page With Offer.

Bid Form

Please note that all book sets listed on this Bid Form may be incomplete, and are being sold “as is.”

Item Description	Bid Amount
Southwestern Reporter – 2 nd Edition (1-999) = 502 total books	\$_____
Southwestern Reporter – 3 rd Edition (1 to date) = 392 total books, plus paper supplements	\$_____
West Texas Digest – 2 nd Edition (1-69) = 265 total books	\$_____
Vernon's Texas Code Annotated = 272 books plus index, supplements, and 6 volumes of session (paperback)	\$_____

Payment shall be made by the successful bidder, by guaranteed funds, within fifteen (15) days of notification of award. Payment will be made to:

**Jefferson County Auditor
Attention: Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701**

The successful bidder shall be solely responsible for picking up and transporting the books. Books must be picked up within (15) days of notification of award.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Must Complete and Return This Page With Offer.

ATTACHMENT A
IFB 14-009/JW
Term Contract for Microfilm Supplies for Jefferson County

Proposed Price Increase

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Vendor	Item Notes	Price	Proposed Price Increase
1	102-2490	Imagelink Archive Processor Developer	45	Case	Information Management Services Endicott Microfilm	Item Number: 111-2490 Case of Two 5 Liter Bottles	\$98.00	
2	102-2656	Imagelink Archive Processor Fixer	30	Case	DecisionOne Corporation	Catalog Number: 1112656 Item Number: E030227 Two 5 Liters per case	\$61.96	\$86.95
3	199-0977	Kodak Prostar Tape & Dispenser	20	Each	DecisionOne Corporation	Item Number: E022125	\$30.35	
4	146-5194	Imagelink 16mm dual strand	20	Box	DecisionOne Corporation	Item Number: E022127 3 per pack	\$57.15	
5	78-6969-7542-0	3M Brand Cartridges for Microfilm	12	Case	DecisionOne Corporation	Brand: Microfilm Products Catalog Number: 1-850H Item Number: M201183 100 M Cartridges per case w/t leaders	\$536.50	\$555.00
6	78-8000-2580-7	3M Brand Cartridge Leader transparent – 100/per case	10	Case	DecisionOne Corporation	Brand: Microfilm Products Catalog Number: 1-516 Item Number: M202060 M Cartridge leaders 100 per case	\$85.00	\$115.00
7	E030217	Direct Duplication Microfilm E-Star Base – 20 rolls/per case	15	Case	DecisionOne Corporation	Catalog Number: 284NX32 Item Number: E030217 20 rolls per case	\$2,563.00	

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Vendor	Item Notes	Price	Proposed Price Increase
8	33NXDM	Imagelink Archive Storage Media 100 rolls/per case	14	Case	Information Management Services Endicott Microfilm	Item Number: 334NXDM Case of 100 rolls	\$2,795.00	
9	314NXQC	Imagelink HQSP615 16mm X 215 ft. 100 rolls/per case	5	Case	Information Management Services Endicott Microfilm	Item Number: 314NXQC Case of 100 rolls	\$2,295.00	
10	833-0896	Kodak Film 16mm x 30.5 m.	7	Roll	DecisionOne Corporation	Brand: Imagelink Catalog Number: 154NXSG Item Number: E030209 100 rolls per case	\$23.25 per roll \$2,325.00 per case	
11	149-0481	Kodak Microfilm Press 16mm – not perforated, 500 splices	8	Box	Western Micrographics & Imaging Systems	Item Number: I-528 1,000 per case	\$44.28	\$54.00
12	150-0719	Kodak System Cleaner -for Developer 10 gallons/per case	4	Case	DecisionOne Corporation	Brand: Imagelink Item Number: E021566 10 gallons per case	\$127.60	\$178.10
13	139-5110	Kodak System Cleaner for Fixer 4 gallons/per case	4	Case	Information Management Services Endicott Microfilm	Item Number: 1395110	\$149.00	
14	863-2150	Toner Cartridge for Kodak Imagelink Retrieval Workstation 1000	25	Each	Information Management Services Endicott Microfilm	Item Number: 8632150	\$319.00	
15	144-2433	Kodak Solid Flange Return Reels 35mm, 100 ft., Thread-Easy	10	Case	Information Management Services Endicott Microfilm	Item Number: 1442433	\$169.00	

16	FR #32-049	Pro-Star Plus Developer - 4 gallons/per case	4	Case	Western Micrographics & Imaging Systems	Item Number: 32-049, 4 gal. per case	\$105.60
17	FR-32-254	Pro-Star Microfilm Fixer - 4 gallons/per case	4	Case	Western Micrographics & Imaging Systems	Item Number: 32-254 4 gal. per case	\$78.00
18	FR-4900FC	Fixer Systems Cleaner- 6 Quarts/per case	1	Case	Western Micrographics & Imaging Systems	Item Number: 4900FC 6 Qt. per case	\$81.60
19	873-0715	Kodak 16mm solid flange return microfilm reels 500/per case	1	Case	Information Management Services Endicott Microfilm	Item Number: 8730715	\$219.00

DecisionOne Corporation

426 West Lancaster Avenue
Devon, PA 19333

800-984-6443 fax

Contact: Jeanette Anderson

619-434-1952

800-984-6443 fax

jeanette.anderson@decisionone.com

Information Management Services

5047 Transamerica Drive

Columbus, OH 43228

Contact: Tom Beazley

800-765-0084 phone

806-744-1775 fax

tbeazley@imsimaging.com

Endicott Microfilm

642 High Street

Hamilton OH 45011

Contact: Len Weber

800-875-8424 or 513-868-8424 phone

513-868-6385 fax

endicott@choice.net

Western Micrographics & Imaging Systems

11665 Fuqua Street, Ste. C308

Houston, TX 77034

Contact: Ruth J. Shearer

800-987-0482 phone

281-481-8833 alt. phone

281-481-8838 fax

West4320@sbcglobal.net



April 11, 2017

Jefferson County, Texas
Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Dear Ms. Deborah Clark,

I would like to thank you for your continued business with DecisionOne over the years. Your loyalty is very much appreciated and your business is valued with DecisionOne. Your commitment to Microfilm and Imaging products is vital to our organization.

While we try our hardest to maintain stable pricing for our customers, within the last year we have received a few increases from our Suppliers. After review of the price increases received from the manufacturers (EPM and Microfilm Products) we have no other option than to increase the pricing to Jefferson County. Please note that since 2014 Jefferson County has only purchased Line 4 from DecisionOne.

SAM (System Award Management):

I was notified by our Human Resources Department that DecisionOne has an outstanding Federal Debt that is showing up on SAM. This debt is not for delinquent or unpaid taxes. It is a dispute with Medicare. Medicare is claiming that they paid insurance claims for someone who they believe was covered under DecisionOne's healthcare in 2010. Both our records and our insurance carrier's records indicate that this person was not covered under DecisionOne's health plan for the time period in question. Please see the following affidavit stating the debt is not tax related. Please advise if any additional information is needed.

If you should have any questions or concerns regarding the above information, please do not hesitate to contact me.

Kindest Regards,

Jeanette Anderson
Micrographics Account Manager
Jeanette.anderson@decisionone.com

**Alternate - Representation by Corporations Regarding an Unpaid
Delinquent Tax Liability or a Felony Conviction under Any
Federal Law**

The Consolidated Appropriations Act, 2012 Pub. L 112-74 and the Consolidated and Further Continuing Appropriations Act, Pub. L 112-55 prohibit covered agencies from using funds to enter into contracts with corporations with have unpaid federal tax delinquencies or certain felony convictions unless certain conditions are met.

a. The Offeror represents that –

1. It is ☐ is not ☒ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.
2. It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X 

Signature

X 3/30/2017

Date



4-6-2017

Jefferson County Purchasing

RE: IFB 14-009/JW Term Contract for Microfilm Supplies

Attn: Yea-Mei Sauer

Contract Specialist

Western Micrographics & Imaging Systems is requesting a price increase on item #11, Catalog number #149-0481(Kodak Microfilm Press 16mm – not perforated, 500 splices).

Increase price to \$54.00 per box, due to our supplier increase. The current price of \$44.28 is below our cost from our supplier.

We appreciate your consideration, increasing price on only this item.

Sincerely,

Ruth Shearer

A handwritten signature in cursive script that reads 'Ruth Shearer'.

CONTRACT RENEWAL FOR IFB 14-009/JW
TERM CONTRACT FOR MICROFILM SUPPLIES FOR JEFFERSON
COUNTY

The County entered into a contract with DecisionOne Corporation for one (1) year, from May 5, 2014 to May 4, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from May 2, 2017 to May 1, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
DecisionOne Corporation


(Name)

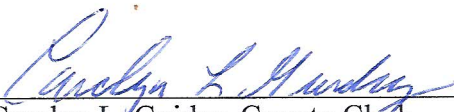
CONTRACT RENEWAL FOR IFB 14-009/JW
TERM CONTRACT FOR MICROFILM SUPPLIES FOR JEFFERSON
COUNTY

The County entered into a contract with Endicott Microfilm for one (1) year, from May 5, 2014 to May 4, 2015, with an option to renew the contract for up to a five (5) year period.

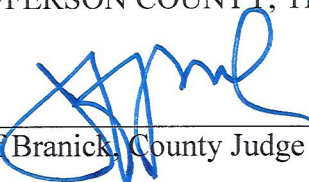
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from May 2, 2017 to May 1, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS




Carolyn L. Guidry, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Endicott Microfilm



(Name)


CONTRACT RENEWAL FOR IFB 14-009/JW
TERM CONTRACT FOR MICROFILM SUPPLIES FOR JEFFERSON
COUNTY

The County entered into a contract with Western Micrographics & Imaging Systems for one (1) year, from May 5, 2014 to May 4, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from May 2, 2017 to May 1, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS



Carolyn L. Guidry, County Clerk




Jeff Branick, County Judge



CONTRACTOR:

Western Micrographics & Imaging
Systems



(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

PRICE EXTENSION REQUEST

April 12, 2017

Five Star Correctional Services
 4928 Beeman Avenue
 Dallas TX 75223
 Attention: Mr. Bob Austin

Re: (RFP 15-004/JW), Food Service for the Jefferson County Correctional Facility

Dear Mr. Austin :

Please be advised the above-referenced contract for Jefferson County will expire on **May 29, 2017**. It is requested that your company extend your current contract prices, as shown on the attachment, for forty-five (45) days until a new award may be finalized by Jefferson County Commissioners' Court.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, **April 19, 2017**. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: ys

Price Extension Received and Accepted:

4-12-17

Project Number:

RFP 15-004/JW

Contractor:

Five Star Correctional Services

Signature:

Bob Austin

Print Name and Title:

Bob Austin CEO

ATTEST:

Carolyn L. G...

Carolyn L. G...



JEFFERSON COUNTY, TEXAS

Jeff R. Branick
 Jeff R. Branick, County Judge



www.GarverKSA.com

Construction Contract Change Order

Project: BPT TAXIWAY D RECONSTRUCTION (2014) Jack Brooks Regional Airport Garver Job No. 14121504					Change Order No. 1 (Reconciliation)				
Owner: Jefferson County - Jack Brooks Regional Airport 5000 Jerry Ware Drive Beaumont TX 77705					Contractor: APAC-Texas PO Box 20779 Beaumont TX 77720				
Description of Work Included in Contract Reconciliation of Quantities for Project Closeout									
Changes and Reasons Ordered (List individual Changes as: A, B, C, D, etc.) A Reconciliation									
Attachments:									
Contract Changes	Bid Item No	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A	P-155-8.2	Lime	Ton	370	\$200.00	287	\$200.00	\$74,000.00	\$57,338.00
A	P-501-8.1a	13" Portland cement concrete surface course	SY	7350	\$93.00	7,281	\$93.00	\$683,550.00	\$677,086.50
A	P-020-2	Preformed runway hold sign markings	SF	300	\$103.00	347	\$103.00	\$30,900.00	\$30,574.20
A	L-108-5.1	No. 8 AWG 5kv L-824C cable, installed in trench, duct bank, or conduit	LF	3900	\$1.25	3,757	\$1.25	\$4,875.00	\$4,696.25
A	L-108-5.2	No. 6 AWG solid bare counterpoise wire, installed in trench above the duct bank or conduit, including ground rods and ground connectors	LF	3400	\$1.25	2,554	\$1.25	\$4,250.00	\$3,192.50
A	L-108-5.3	Trenching for direct-buried bare counterpoise wire, 6" minimum depth	LF	2900	\$2.60	2,301	\$2.60	\$7,540.00	\$5,982.60
A	L-110-5.1	Concrete encased electrical duct bank, 4-way 4"C	LF	100	\$103.00	116	\$103.00	\$10,300.00	\$11,948.00
A	L-110-5.3	Non-encased electrical conduit, 1-way 2"C	LF	2550	\$9.00	2,458	\$9.00	\$22,950.00	\$22,122.00
A							\$0.00	\$0.00	\$0.00
A							\$0.00	\$0.00	\$0.00
A							\$0.00	\$0.00	\$0.00
Summation of Cost								\$873,345.00	\$845,940.05
Net Cost for this Change Order									(\$27,404.95)
Estimated Project Cost Original Contract Amount \$1,906,118.00 This Change Order (\$27,404.95) New Contract Amount \$1,878,713.05					Time Change Original Contract Start Date October 16, 2014 Current Contract Time (calendar days) 275 Additional Calendar Days granted by this Change Order 146 New Contract Time (calendar days) 421 Suspended Time 0 New Construction Completion Date December 11, 2015				
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver					[Signature] Title: [Signature] Date: 2-4-16				
ACCEPTED BY CONTRACTOR [Signature]					[Signature] Title: PROJ MGR Date: 2-9-16				
APPROVED BY OWNER [Signature]					[Signature] Title: Airport Director Date: 2-4-16				

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Date: April 17, 2017



11111 Katy Freeway
Suite 910
Houston, TX 77079
TEL 713.491.8333
FAX 713.973.5777
www.GarverUSA.com

November 30, 2015

Jonathan Murphy
APAC – Texas, Inc.
12907 US Highway 90
Address
Beaumont, TX 77713

Re: 14-025/KJS – Taxiway D Reconstruction (2014) Items for Correction
Transmitted via email on November 30, 2015

Dear Jonathan:

On November 30, several of us (noted as attendees in the distribution below) visited the project site to determine what activities will be required to be completed prior to declaring the project complete. As of today's date, APAC – Texas, Inc. is on contract day 410 of a 275 calendar day contract. To date your firm has requested payment totaling \$1,543,376.18 on a contract that totals \$1,906,118.00 (80.97%). The list below includes items identified in need of correction prior to declaring the project complete.

1. The lowering of sod that was installed too high along the edge of the existing concrete on south side of Taxiway 'H' connector. Top of soil on the sod should be approximately 1-1/2 inches below the adjacent pavement surface.
2. There are numerous small edge spalls (less than 2 inches by 1/2 inch) along mostly transverse joints in the pavement. All joint spalls need to be cleaned out (the spalled material is removed) and resealed to make the joint water-tight.
3. Remove the preformed base can from the infield on the south side of the project area.
4. The remaining localizer road needs to be smoothed. Suggested to run a maintainer or similar equipment along the remains of the shell base and soil.
5. Reseed inside corner of radius near the south end of the project.
6. Concrete paste was observed stuck to the pavement at a location inside hold line near centerline. Any remaining concrete paste is to be chipped off the pavement surface and removed from the site.
7. The Perimeter road that was part of the haul route is to be smoothed. Suggested to run a maintainer or similar equipment along road. Remove any excess mud or soil that it on the surface of the road.

Jonathan Murphy
November 30, 2015
Page 2 of 2

8. Remove all remaining erosion and sedimentation controls that were installed – this applies to the RSA and Runway 16-34 projects as well. Redress any disturbed areas created by the removal of the controls.
9. The attached detail from the plansheet sheet E-305 calls for new secondary transformers to be provided with the relocation of the stake-mounted edge lights. Replace those secondary transformers on fixtures that were moved if they do not already have new transformers. Coordinate with airport electrician on stake-mounted fixtures where airport replaced secondary transformers, and turn over new transformers on those that airport replaced. This applies to base bid and additive alternate lighting items.

Let this notice also serve that APAC – Texas, Inc. shall complete the items of remaining work no later than December 11, 2015 or Jack Brooks Regional Airport may declare APAC – Texas, Inc. to be in default (per General Conditions Section 80-09 of contract), and demand that the surety complete the remaining work in accordance with the terms of the original contract.

Please call me if you have any questions. We look forward to seeing your progress to correct these issues and complete this project.

Sincerely,

GARVER, LLC


Thomas D Dodson, P.E.
Sr. Project Manager

Cc (attendees): Steve Escagne – AW&C; Duke Youmans – BPT;
Alex Rupp – BPT; file

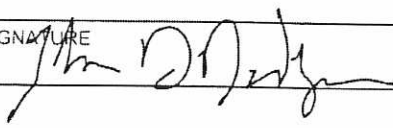
Attachment – portion of sheet E-305

L:\2014\14121504 - BPT - Taxiway D Reconstruction CPS\Correspondence\Outgoing\Murphy.2015-11-30.doc

June 28, 2005

Appendix 10. Final Inspection Report
(FAA Form 5110-17)

Order 5100.38C

AIP FINAL INSPECTION REPORT		Reports Identification Symbol: AS 5100-4	
		PROJECT NO. 14-025/KJS	
SPONSOR'S NAME Jefferson County - Jack Brooks Regional Airport		DATE COMPLETED 12/10/2015	DATE INSPECTED 11/30/2015
SPONSOR'S ADDRESS 5000 Jerry Ware Drive Beaumont, TX 77705		NUMBER OF CONTRACTS THIS PROJECT 1	
		FUNDS	
		FAAP / ADAP	OTHER
AIRPORT NAME Jack Brooks Regional Airport		TOTAL BID	1,906,118.00
LOCATION Beaumont, Texas		TOTAL AMOUNT CHANGE ORDERS	(27,404.95)
CONTRACTOR'S NAME APAC - Texas		TENTATIVE TOTAL COST	1,878,713.05
<p>1. DESCRIPTION OF WORK (Indicate portion of project description applicable to the contract inspected. Additional description may be given to define the scope of the contract and to indicate eligible work and ineligible work.)</p> <p>Realignment of the southernmost portion of Taxiway D, from the threshold of Runway 30 to the intersection with Taxiway H. Pavement reconstruction in the realignment was in jointed reinforced concrete. Project also replaced edge lighting on new pavement.</p>			
<p>2. QUALITY OF WORK</p> <p>ALL ELIGIBLE FAAP / ADAP WORK IS: <input checked="" type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY (Explain in item 3)</p>			
<p>3. SUMMARY OF TEST RESULTS Describe any unusual construction or installation conditions. If unsatisfactory ineligible work which can adversely affect eligible work exists, explain in detail. If previous inspection reports indicate unsatisfactory work, give date of inspection and comment on conditions found at the time of this inspection.</p> <p>See attached testing summary. No unusual conditions were discovered during the project.</p>			
<p>4. COMMENTS</p> <p>Contractor completed the project well after the contract time, but no liquidated damages were assessed.</p>			
<p>5. NAMES AND TITLES OF PERSONS PRESENT DURING INSPECTION</p> <p>Alex Rupp - Airport Manager, Duke Youmans - Operations Supervisor, Thomas Dodson - Project Manager, Steve Escagne - Resident Project Representative, Billy Parker - APAC Texas, Jonathan Murphy - APAC Texas</p>			
DATE 11/30/2016	TITLE Sr. Project Manager	SIGNATURE 	

FAA Form 5100-17 (7-70) SUPERSEDES FAA FORM 1627

RELEASE OF LIEN

FROM: Contractor's Name APAC-TEXAS, INC.
 Address 12907 US HIGHWAY 90 BEAUMONT, TEXAS 77713
 TO: Owner's Name JEFFERSON COUNTY, TEXAS
 Address 1149 PEARL STREET BEAUMONT, TEXAS 77701
 DATE OF CONTRACT: SEPTEMBER 12, 2014

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

JACK BROOKS TAXIWAY D RECONSTRUCTION

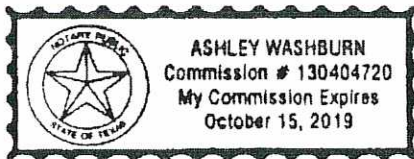
project.

[Signature]
 Contractor's Signature

ASST. SECRETARY

Title

Subscribed and sworn to before me this 28TH day of MARCH, 2016.



[Signature]
 Notary Public

My Commission Expires:

October 15, 2019

CONTRACTOR'S AFFIDAVIT

FROM Contractor's Name APAL-TEXAS, INC.
 Address 12907 US HIGHWAY 90 BEAUMONT, TEXAS 77713
 TO Owner's Name JEFFERSON COUNTY, TEXAS
 Address 1149 PEARL STREET
BEAUMONT, TEXAS 77701
 DATE OF CONTRACT SEPTEMBER 12, 2014

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on JACK BROOKS

TAXIWAY D RECONSTRUCTION

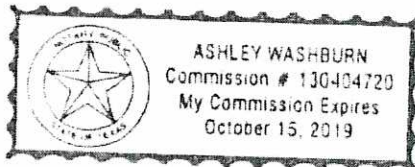
have been fully satisfied

[Signature]
 Contractors Signature

ASST. SECRETARY

Title

Subscribed and sworn to before me this 28TH day of MARCH, 20 16



[Signature]
 Notary Public

My Commission Expires

October 15, 2019

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

XL Specialty Insurance Company

Dated March 28, 2016

[Signature]
 Surety Company

By [Signature]
 Non-Resident Agent, State of Texas
 Tina Davis, Attorney-in-Fact
 TX License No. 1356133



Power of Attorney
 XL Specialty Insurance Company
 Greenwich Insurance Company
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
 UNLIMITED POWER OF ATTORNEY
 XL1523041

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Linda Nipper, Lindsey Plattner, Lisa Hall, Tina Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 11th day of February 2016:

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this February 11th, 2016.



XL SPECIALTY INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY

By

David S. Hewett

David S. Hewett, SENIOR VICE PRESIDENT

Attest:

Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

On this 11th day of February, 2016, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Executive Vice President of XL SPECIALTY INSURANCE COMPANY and Senior Vice President of GREENWICH INSURANCE COMPANY, described in and which executed the above instrument, that he knows the seals of said Companies, that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Silva

Kim D. Silva, NOTARY PUBLIC

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

SB-0034 - 3 11

I, Toni Ann Perkins, Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Stamford, this 28TH day of MARCH 2016.



Toni Ann Perkins

Toni Ann Perkins, SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 11th day of February, 2016.



XL REINSURANCE AMERICA INC.

by *John P. Welch*

John P. Welch, PRESIDENT & CEO

Attest: *Toni Ann Perkins*

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 11th day of February, 2016, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Silva

Kim D. Silva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of XL REINSURANCE AMERICA INC., a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 28TH day of MARCH, 2016.





Toni Ann Perkins

Toni Ann Perkins, SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after February 11, 2021.
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 4/30/2017

 <p>U.S. Department of Transportation Federal Aviation Administration</p>		<p align="center">Construction Progress and Inspection Report</p> <p align="center">Airport Grant Program</p>		Period Ending
				12/11/2015
				Project Number
				14-025/KJS
Airport Name Jack Brooks Regional Airport				
Project Description Taxiway D Re-Construction (2014) (NTP: 10/16/2014)			Contractor's Name APAC-Texas Inc.	
1. Contract Time	No. Days Charged to Date 412	Last Working Day Charged (Date) 11/30/2015		
2. Brief Weather Summary this Period, including Approximate Rainfall and Periods of Below Freezing Temperature <i>(On earthwork jobs, include soil conditions.)</i> Sunny to cloudy with intermittent rains. Temps ranging with highs in the lo 80's to lows in the Hi 40's.				
3. Rough Estimate of Percent Completion to Date of Construction Phases <i>(Include items such as clearing, grading, drainage, base, surface, lighting, etc.)</i> 100% Final Inspection and Punchlist Completion Report.				
4. Work Completed or In Progress this Period 11/30/2015: Final Inspection on-site with Contractor, Engineer and Airport personnel. Site walk through. Deficiencies listed in engineers Punchlist. Electricians conducted meggar testing as part of final inspection. 12/11/2015: Contractor completed deficiencies in Engineers Punchlist letter. Site walk through with contractor and airport personnel, Airport lifted NOTAMS & Taxiway D in service.				
5a. Summary of Laboratory and Field Testing this Period <i>(Note failing tests and any retests. Summarize out-of-tolerance.)</i> N/A				
5b. Material <i>(Identify material subject to pay reduction.)</i> N/A				
6. Description of Anticipated Work by Contractor for Next Period Completed				
7. Problem Areas/Other Comments <i>(Include revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)</i> N/A				
SPONSOR'S INSPECTOR OR REPRESENTATIVE				
Date	Typed or Printed Name and Title		Signature	
12/11/2014	Steven E. Escagne			



12141 Wickchester Lane
Suite 640
Houston, TX 77079

TEL 713.491.8333
FAX 713.395.5486

www.GarverUSA.com

September 20, 2016

Jonathan Murphy
APAC – Texas, Inc.
12907 US Highway 90
Beaumont, TX 77713

Re: 14-025/KJS – Taxiway D Reconstruction (2014) Items for Closeout
Transmitted via email on September 20, 2016

Dear Jonathan:

I have tried on several occasions to contact you regarding the items needed for closeout of this project. As of today's date, APAC – Texas, Inc. has not provided:


1. As-built radlines of the electrical plans for the project improvements.
2. DBE documentation forms for closeout as requested in a May 19 email (see attached forms)
3. TCEQ Notice of Termination (NOT) documentation for the project erosion controls.

Let this notice also serve that APAC – Texas, Inc. shall complete and return the items for closeout no later than September 30, 2016 or Jack Brooks Regional Airport may declare that retainage currently held on the project is forfeited and will no longer be recoverable by APAC – Texas.

Please call me if you have any questions. We look forward to seeing your progress to correct these issues and closing out this project.

Sincerely,

GARVER, LLC


Thomas D. Dodson, P.E.
Sr. Project Manager

Cc: Sarah Woodson – APAC Texas, Inc.; Scott Blanchard – APAC Texas, Inc.; Steve Escagne – AW&C; Alex Rupp – BPT; Megan Landry - BPT; file

Attachments: Form 1: DBE Utilization;
Uniform Report of DBE Awards or commitments and payments

Jack Brooks Regional Airport

Taxiway D Reconstruction (2014)

APPLICATION FOR PAYMENT

JEFFERSON COUNTY

Purchase Order No.		Date Prepared	02/01/2017
Account No.		Estimate No.	9 - FINAL ✓
FAA Project No.		Period Ending	1/20/2016
FAA Grant No.	3-48-0018-030-2014	Time Completed	Calendar day 400 of 275 150 original calendar days + 45 day suspension + 80 day extension
		Contract Time	
		% Time Complete	145

Contractor: APAC-Texas
PO Box 20779
Beaumont, TX 77720-0779

CHANGE ORDER SUMMARY		
NO.	DATE	AMOUNT
1	02/09/2016	\$ (27,404.95)
NET CHANGE		\$ (27,404.95)

Original Contract Amount	\$ 1,906,118.00
Net Change Orders	\$ (27,404.95)
Current Contract Amount	\$ 1,878,713.05
Total Work Performed	\$ 1,878,713.05
Total Stored Materials	\$ 0.00
Total Work & Materials	\$ 1,878,713.05
0% Retainage	\$ 0.00
Total Earned less Retainage	\$ 1,878,713.05
Less Previous Payments	\$ 1,784,777.40
Current Amount Due	<u>\$ 93,935.65</u>

PREVIOUS PAYMENTS		
NO.	DATE	AMOUNT
1	12/15/2014	\$ 43,937.50
2	1/20/2015	\$ 131,109.15
3	2/13/2015	\$ 299,926.45
4	3/30/2015	\$ 233,472.26
5	5/15/2015	\$ 327,567.56
6	6/29/2015	\$ 287,613.45
7	8/05/2015	\$ 219,749.81
8	1/18/2016	\$ 241,401.22
TOTAL		\$ 1,878,713.05



Recommended for Payment
Arceneaux, Wilson and Cole

By: [Signature] 3.28.2017
Date

Approval for Payment
Jack Brooks Regional Airport

By: [Signature] 3/30/2017 Date

[Signature] M. Rao

Garver, LLC

By: [Signature] 02/01/17
Date

Blanket 067860
513. 7091. 463. 60-17
AIP 22
AIP Grant 30
4800183014

APAC Texas, Inc.
PO Box 20779
Beaumont, TX 77720-0779
409-866-1444

Invoice No: 2000042090
Invoice Date: 5/10/2016
Contract: 253120.
CustomerNo: 218816
Terms: Net 30 Days
Due Date: 6/9/2016
Customer Job# : 14-025/KJS
Application: 9

To : Jefferson Co Engineering Dept
Garver LLC Attn: Thomas Sikora
11111 Katy Freeway, Suite 910
Houston, TX 77079

Job Information:
Jack Brooks Taxiway "D" Recons

Page: 1

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
RETAINAGE							\$93,935.65	\$93,935.65	100%

If you have Questions regarding this billing, please contact Sarah at 409-866-1444

Total To Date:	1,878,713.05
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	1,784,777.40
Total Due This Invoice:	93,935.65



Remit to: APAC Texas, Inc.
1320 Arrow Point Dr 600
Cedar Park, TX 78613

Customer Name: Jefferson Co Engineering Dept
Customer No: 218816
Invoice Number: 2000042090
Invoice Amount: \$ 93,935.65

Amount Remitted: _____

IFB 14-025/KJS
PO# 061648



CERTIFICATE OF SUBSTANTIAL COMPLETION for

Project Title: Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport
Garver Project Number: 14121504
Owner/Funding Agency Number: 14-025/KJS
Contract For: \$ 1,878,713.05
Date of Substantial Completion: 12/10/2015

CONTRACTOR:

APAC - Texas, Inc.
12907 US Highway 90
Beaumont, Texas 77713

OWNER:

Jack Brooks Regional Airport
Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as stated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as noted below:

1.

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Garver

BY

[Signature]

4/6/2017

DATE

The Contractor will complete or correct the Work on the Punch List attached hereto [within ___ calendar days of the Date of Substantial Completion] [no later than close of business on day and date]. Should the Contractor fail to complete or correct the work on the Punch List within this period, the Substantial Completion date is null and void and the Contract Time shall recommence.

Contractor:

BY

[Signature]

4/7/2017

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (day and date).

Owner's
Representative:

BY

[Signature]

DATE

ATTEST: Punch List

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Date:

April 17, 2017

Attachment (Punch List) to Certificate of Substantial Completion for
 Project Title: Taxiway D Reconstruction (2014) at Jack
 Brooks Regional Airport

CONTRACT DOCUMENTS TO BE SUBMITTED BY CONTRACTOR TO ENGINEER	
1. <none>	
2.	
WORK ITEMS TO BE CORRECTED OR COMPLETED	
Location	Item to be corrected or completed
	Removal of Rock Berm to the north of the Additive Alt Area near the threshold of RW 12.



To: Jefferson County Courthouse
1149 Pearl St.
Beaumont, Texas 77701

Date: March 16, 2017
Revised: April 12, 2017

Attention: Deborah L. Clark
BP:9802A

Reference: Jefferson County Courthouse – Phase I Fire, Smoke, and
Control Damper Post Testing Repairs

Deborah,

This is a time and material projected cost to perform the post inspection repairs and follow up testing of the fire, smoke, and control dampers. Detailed below is the scope, considered hours to perform the work, and material needed based on the first attempt at testing the dampers.

Included in the time and material projected cost:

1. Labor, material and tools to perform the repairs and/or replacement of (25) smoke dampers. Repairs determined based on testing performed the week of 2/27/17 and the week of 3/6/17. This is going to require the abatement of asbestos duct seal, to be performed by others and is not included in the cost.
2. Labor, material and tools to perform the installation of (6) smoke dampers indicated on the mechanical drawings that were never installed. These dampers are essential to the performance of the smoke control system performance. This is going to require the abatement of asbestos duct seal, to be performed by others and is not included in the cost.
3. Labor, material and tools to perform the installation of (1) relief vent.
4. Labor to perform the re-inspection of (16) smoke dampers that require the services of solely the fire alarm contractor to repair. Will provide a person to work with the fire alarm contractor to assist in locating and identifying the issue(s). (Damper was manually opened/closed and there did not appear to be an issue with the damper itself. Issue appeared during a test of the system, damper didn't close, open, or reset during the testing.)
5. Labor to perform the re-inspection of (10) fire dampers. (8) Of which have wiring run through the dampers restricting the performance. (2) Dampers are inaccessible without the construction of a scaffold to access the damper, cost for scaffolding not included.
6. Labor, material and tools to perform repair to (1) main supply duct and (1) return duct that has been crushed. This is going to require accessing the duct from the inside to install stiffening angle once the duct has been repaired. This is going to require the abatement of asbestos duct seal, to be performed by others and is not included in the cost.
7. Office hours to complete a typewritten report detailing the testing performed, repairs performed and in the event there are failures (not expected since this phase of work is to repair failures, there is a slight possibility that a repaired damper may be found to have another issue, however this is unlikely).
8. Total of (240) field technician man hours, plus project management. (Hours will be billed off customer signed work tickets and a few off site work tickets when necessary.)
9. Per Diem per GSA.gov rate with 15% admin fee.



This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.



SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C
5550 Airline Drive · Houston, Texas 77076-4998 · (713) 696-5450 · Fax (713) 696-5493
An EMCOR Group, Inc. Company



Time and material projected cost to perform the scope as detailed.....

- | | | |
|----|--|-------------|
| 1. | 325 – man hours @ \$87.50/man hour (crew rate)
during normal business hours. | \$28,438.00 |
| 2. | Per Diem at GSA.gov rate of \$142.00/night w/15% admin fee. | \$6,633.00 |
| 3. | Material – (1) Relief Vent, (2) Duct Access/Doors (5) Angle Iron
Stiffeners), (2) 25x5 Smoke Damper, (1) 36x16 Smoke
Damper, (1) 34x14 Smoke Damper, (1) 62x13 Smoke
Damper, (1) 72x13 Smoke Damper, (2) 20x5 Smoke
Damper, and (2) 28x14 Smoke Damper. | \$6,452.00 |
| 4. | Firetrol - Revise the fire alarm installation for (2) smoke dampers.
Based on work to be perform during normal regular hour.
Based on reasonable access to the inmates area.
Reprogramming as described.
Add control wire and modules for two smoke damper
actuators for #1 and #25.
One functional re-testing (additional test will be performed
on a time and material basis).
Equipment manufactured by notifier.
Exclude any wage scale requirements. | \$4,375.00 |

Total time and material projected cost \$45,898.00

Cost is provided with the assumption that owner will provide a person knowledgeable with the building access and mechanical systems to assist our personnel throughout the facility.

Cost is provided based on the assumption our personnel will work Monday thru Friday, 7:00 AM-3:30 PM.

Excluded (Not considered in budget cost)

1. Additional material or labor to install access doors. (addressed previous phase of work)
2. Replacement of damper/hardware/blade(s)/spring(s)/actuator(s)/etc... (beyond scope detailed)
3. Scaffold and/or Lift for access
4. Time shut down outside our firms control
5. Overtime
6. Electrical / Fire Alarm / Control Contractor (except for two new smoke damper that will be installed)
7. Any additional cost due to the presence of asbestos



This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.

SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C
5550 Airline Drive · Houston, Texas 77076-4998 · (713) 696-5450 · Fax (713) 696-5493
An EMCOR Group, Inc. Company





We appreciate the opportunity to prepare this quote and look forward to working with you on this project. If you should have any questions please contact me at one or all of the contact points located below.

Regards,

A handwritten signature in black ink, appearing to read "S. Edward Shelton".

S. Edward Shelton

Systems Commissioning Inc. / Gowan Inc.
Life Safety Dept Project Manager
Office 713.696.4634 / Cell 713.545.1855
E-mail: eshelton@gowaninc.com
BP # 9983A



This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.

SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C
5550 Airline Drive · Houston, Texas 77076-4998 · (713) 696-5450 · Fax (713) 696-5493
An EMCOR Group, Inc. Company



Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #4

Date: April 7, 2017

RE: Transfer Funds

Please transfer **\$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account #114-0405-431-40-08 (Automobiles and Trucks) for additional cost of equipment repairs.

Thank you.

EA/nr

Consider and approve budget transfer for Road and Bridge Precinct # 4 for additional cost of equipment repairs

114-0405-431-40-08 Automobiles and Trucks

\$10,0000

114-0402-431-30-79 Crushed Stone

\$10,000

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending January 31, 2017



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

April 6, 2017

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of January 31, 2017 together with the results of operations of the budget for the fourth period then ended.

Revenue:

Total budgeted revenue collected for the month ending January 31, 2017 is \$59,511,897. Budgeted Revenues are \$116,921,656 leaving \$59,407,759 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$51,626,053 for the first four months of the year. This amount represents 65% of the budgeted amount of \$79,071,350.

Sales Taxes:

Eighteen percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$23,950,000.

Page Two

Licenses & Permits:

Twenty-six percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$420,620 for the year.

Intergovernmental:

Nineteen percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,360,786.

Fees:

Twenty-eight percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,267,800 for the year.

Fines and Forfeitures:

Twenty-three percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,600,000.

Interest:

Six percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$227,100.

Other Revenues:

Six percent has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

Expenditures:

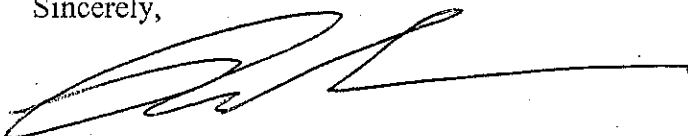
Overall for the County's budgeted funds, thirty-five percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$125,091,716,716, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,401,694 for the fiscal year ending September 30, 2017.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'PS', with a long horizontal line extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JANUARY 31, 2017
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Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending January 31, 2017

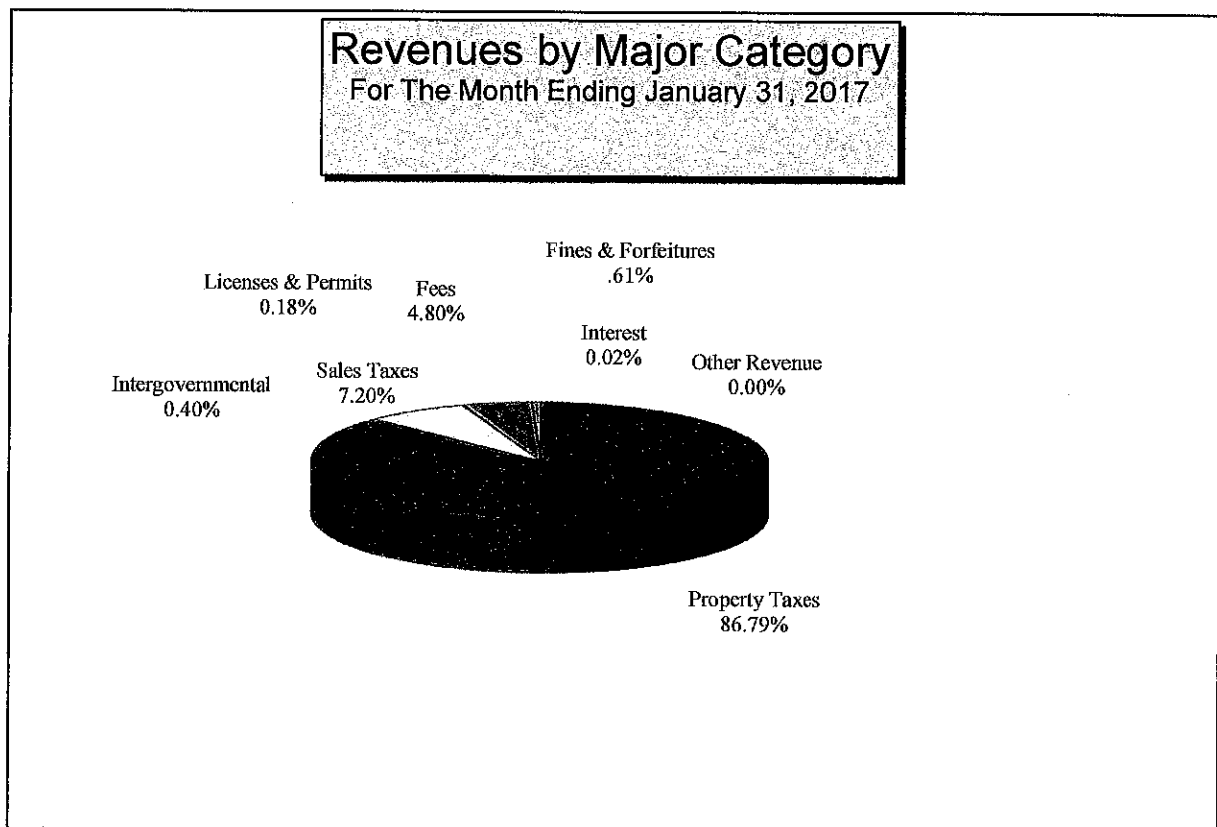
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 66,386,092	19,512,594	5,303,327	3,497,529	273,934	(3,799,818)	\$ 91,173,658
Receivables & Prepaids	6,194,801	62,600	-	143,816	41,709	-	6,442,926
Intergovernmental Receivables	2,999,102	22,868	-	-	-	-	3,021,970
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	532,590	32,235	-	-	112,616	-	677,441
Other Assets	-	-	-	-	82,987,576	-	82,987,576
Total Assets	\$ <u>76,262,585</u>	\$ <u>19,630,297</u>	\$ <u>5,303,327</u>	\$ <u>3,641,345</u>	\$ <u>83,415,835</u>	\$ <u>(3,799,818)</u>	\$ <u>184,453,571</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 4,072,787	615,767	-	-	1,410,315	1,660,846	\$ 7,759,715
Intergovernmental Payables	360	-	-	-	-	-	360
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,641,434	746,722	-	131,574	290,647	-	9,810,377
Fund Balance/Equity	<u>63,548,004</u>	<u>18,267,808</u>	<u>5,303,327</u>	<u>3,509,771</u>	<u>81,714,873</u>	<u>(5,460,664)</u>	<u>166,883,119</u>
Total Liabilities and Fund Balance/Equity	\$ <u>76,262,585</u>	\$ <u>19,630,297</u>	\$ <u>5,303,327</u>	\$ <u>3,641,345</u>	\$ <u>83,415,835</u>	\$ <u>(3,799,818)</u>	\$ <u>184,453,571</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Months Ending January 31, 2017

	12/31/2016	For the Month Ending January 31, 2017				1/31/2017
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 327,118	\$ 147,463	\$ 46,447	\$ -	\$ -	\$ 428,134
Road & Bridge Pct. 1	2,523,450	380,853	400,646	-	-	2,503,657
Road & Bridge Pct. 2	578,078	347,106	99,594	-	-	825,590
Road & Bridge Pct. 3	464,305	317,748	100,365	-	-	681,688
Road & Bridge Pct. 4	1,231,203	406,256	125,425	-	-	1,512,034
Engineering Fund	(20,810)	379,722	75,910	-	-	283,002
Parks & Recreation	80,389	25,766	6,075	-	-	100,080
General Fund	29,079,491	33,883,113	10,262,713	(254,980)	-	52,444,911
Mosquito Control Fund	434,596	761,263	88,653	-	-	1,107,206
Tobacco Settlement Fund	3,661,515	237	-	-	-	3,661,752
Total General Funds	38,359,335	36,649,527	11,205,828	(254,980)	-	63,548,054
Total Special Revenue Funds	18,178,051	1,261,423	1,168,928	-	(2,738)	18,267,808
Total Capital Project Funds	6,292,629	344	989,646	-	-	5,303,327
Total Debt Service Funds	1,677,554	2,541,207	708,990	-	-	3,509,771
Total Enterprise Funds	81,266,513	819,365	625,985	254,980	-	81,714,873
Total Internal Service Funds	(4,639,609)	1,401,714	2,222,769	-	-	(5,460,664)
Total Balances	\$ 141,134,473	\$ 42,673,580	\$ 16,922,146	\$ -	\$ (2,738)	\$ 166,883,169

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending January 31, 2017

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 51,626,053	\$ 79,071,350	\$ 27,445,297	34.71%
Sales Taxes	4,281,994	23,950,000	19,668,006	82.12%
Licenses & Permits	107,742	420,620	312,878	74.38%
Intergovernmental	254,287	1,360,786	1,106,499	81.31%
Fees	2,863,512	10,267,800	7,404,288	72.11%
Fines & Forfeitures	362,474	1,600,000	1,237,526	77.35%
Interest	14,386	227,100	212,714	93.67%
Other Revenue	1,449	24,000	22,551	93.96%
	<u>\$ 59,511,897</u>	<u>\$ 116,921,656</u>	<u>\$ 57,409,759</u>	<u>49.10%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending January 31, 2017

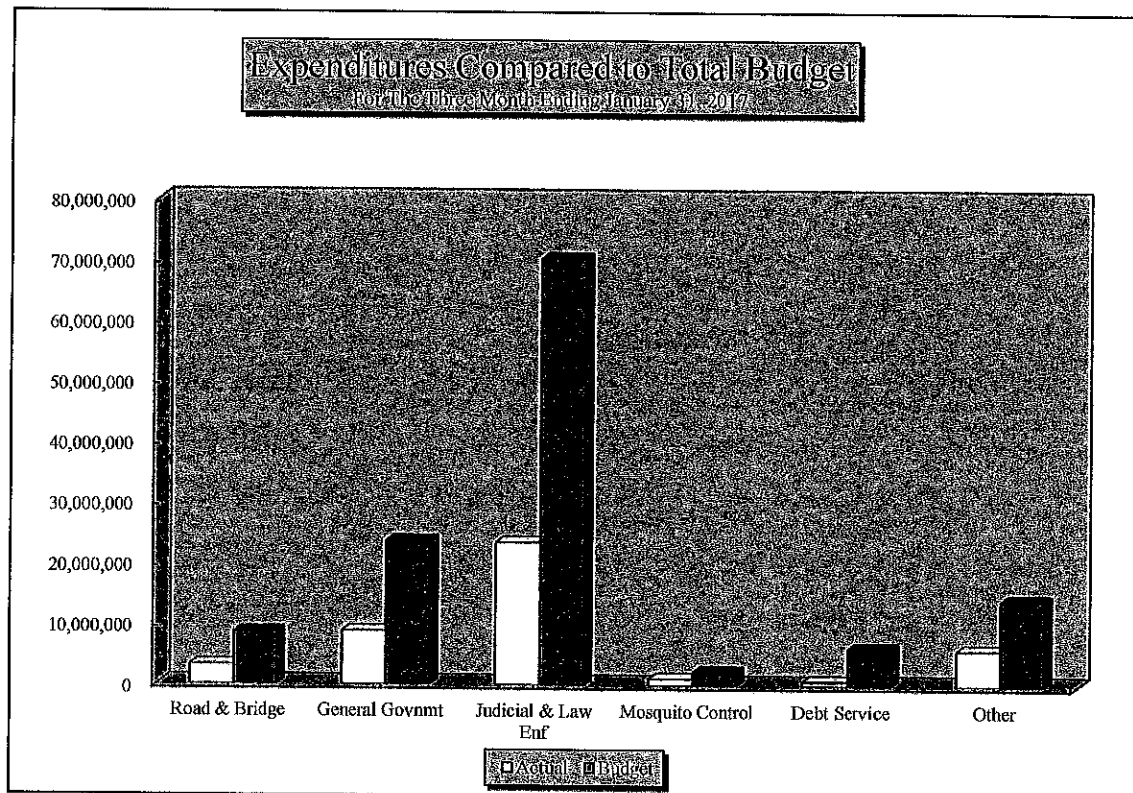
	October 2016		Cumulative	Annual	Unrealized
	-December	January	Total	Budget	Balance
Jury Fund					
Current Taxes	\$ 51,307	\$ 121,321	\$ 172,628	\$ 293,589	\$ 120,961
Delinquent Taxes	1,585	435	2,020	5,527	3,507
Jury Fees	9,117	4,287	13,404	32,000	18,596
Other Revenue	76,772	21,420	98,192	400,000	301,808
Road & Bridge Pct. 1					
Current Taxes	98,835	233,706	332,541	565,552	233,011
Delinquent Taxes	2,071	569	2,640	7,224	4,584
Intergovernmental Revenue	-	-	-	-	-
Auto Registration Fees	-	81,287	81,287	575,740	494,453
Road & Bridge Fees	109,563	49,315	158,878	562,655	403,777
Sales, Rentals & Services	-	-	-	-	-
Fines and Forfeitures	42,608	15,976	58,584	235,530	176,946
Road & Bridge Pct. 2					
Current Taxes	90,564	214,149	304,713	518,225	213,512
Delinquent Taxes	1,899	521	2,420	6,620	4,200
Intergovernmental Revenue	-	-	-	-	-
Auto Registration Fees	-	74,485	74,485	527,560	453,075
Road & Bridge Fees	96,227	43,312	139,539	515,570	376,031
Sales, Rentals & Services	-	-	-	-	-
Fines and Forfeitures	39,041	14,639	53,680	215,820	162,140
Road & Bridge Pct. 3					
Current Taxes	82,671	195,484	278,155	473,059	194,904
Delinquent Taxes	1,733	476	2,209	6,043	3,834
Intergovernmental Revenue	-	-	-	-	-
Auto Registration Fees	-	67,993	67,993	481,580	413,587
Road & Bridge Fees	89,826	40,431	130,257	470,635	340,378
Sales, Rentals & Services	(250)	-	(250)	-	250
Fines and Forfeitures	35,639	13,364	49,003	197,010	148,007
Road & Bridge Pct. 4					
Current Taxes	105,595	249,693	355,288	604,236	248,948
Delinquent Taxes	2,213	607	2,820	7,718	4,898
Intergovernmental Revenue	-	-	-	1,200	1,200
Auto Registration Fees	-	86,847	86,847	615,120	528,273
Road & Bridge Fees	114,734	51,642	166,376	601,140	434,764
Sales, Rentals & Services	(563)	400	(163)	-	163
Fines and Forfeitures	45,518	17,067	62,585	251,640	189,055
Other Revenue	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending January 31, 2017

	October 2016		Cumulative	Annual	Unrealized
	-December	January	Total	Budget	Balance
Engineering Fund					
Current Taxes	\$ 160,140	\$ 378,670	\$ 538,810	\$ 916,353	\$ 377,543
Delinquent Taxes	3,468	952	4,420	12,095	7,675
Licenses and Permits	950	-	950	400	(550)
Sales, Rentals & Services	-	100	100	500	400
Parks & Recreation					
Current Taxes	9,047	21,394	30,441	51,771	21,330
Delinquent Taxes	-	-	-	-	-
Sales, Rentals & Services	17,791	4,372	22,163	70,200	48,037
General Fund					
Current Taxes	13,231,557	31,287,550	44,519,107	66,775,860	22,256,753
Delinquent Taxes	275,547	75,630	351,177	960,927	609,750
Sales Taxes	2,048,171	2,233,823	4,281,994	23,950,000	19,668,006
Other Taxes	1,449	-	1,449	24,000	22,551
Licenses and Permits	75,348	31,444	106,792	420,220	313,428
Intergovernmental Revenue	136,191	19,904	156,095	959,586	803,491
Fees of Office	897,664	290,453	1,188,117	4,095,500	2,907,383
Other Sales, Rentals & Svcs.	798,224	(63,745)	734,479	1,719,600	985,121
Fines & Forfeitures	134,651	3,971	138,622	700,000	561,378
Interest	6,894	4,083	10,977	200,000	189,023
Other Revenue	-	-	-	-	-
Mosquito Control Fund					
Current Taxes	321,045	759,148	1,080,193	1,837,083	756,890
Delinquent Taxes	7,705	2,115	9,820	26,870	17,050
Spraying Contract	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-
Tobacco Settlement Fund					
Interest	2,101	237	2,338	15,000	12,662
Debt Service					
Current Taxes	1,072,063	2,535,016	3,607,079	5,935,622	2,328,543
Delinquent Taxes	23,608	5,964	29,572	66,976	37,404
Interest	844	227	1,071	12,100	11,029
Other, Sales, Rentals & Svcs.	-	-	-	-	-
Total	\$ 20,321,163	\$ 39,190,734	\$ 59,511,897	\$ 116,921,656	\$ 57,409,759

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 33% of Budget Expended
For The Months Ending January 31, 2017

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 220,896	\$ 1,017,307	\$ 796,411	78.29%
Road & Bridge Funds	2,882,748	7,460,855	4,578,107	61.36%
Engineering Fund	330,443	996,435	665,992	66.84%
Parks & Recreation Fund	35,737	181,315	145,578	80.29%
General Fund:				
General Government	8,866,049	23,747,408	14,881,359	62.67%
Judicial	5,988,489	18,598,780	12,610,291	67.80%
Law Enforcement	17,314,897	50,635,705	33,320,808	65.80%
Education	130,689	409,333	278,644	68.07%
Health & Welfare	3,490,742	8,439,758	4,949,016	58.64%
Maintenance	1,443,143	3,757,551	2,314,408	61.59%
Other	662,241	1,409,972	747,731	53.03%
Mosquito Control Fund	1,094,638	2,228,867	1,134,229	50.89%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	709,490	6,108,430	5,398,940	88.39%
	<u>\$ 43,270,202</u>	<u>\$ 125,091,716</u>	<u>\$ 81,821,514</u>	<u>65.41%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Months Ending January 31, 2017

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	October 2016			Cumulative	Annual	Unencumbered
	December	January	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 166,100	\$ 46,447	\$ 8,349	\$ 220,896	\$ 1,017,307	\$ 796,411
Road & Brdg Pct. 1	311,049	400,646	165,894	877,589	1,891,088	1,013,499
Road & Brdg Pct. 2	347,319	99,594	225,625	672,538	1,721,091	1,048,553
Road & Brdg Pct. 3	344,010	100,365	105,412	549,787	1,835,539	1,285,752
Road & Brdg Pct. 4	382,544	125,425	274,865	782,834	2,013,137	1,230,303
Engineering	253,284	75,910	1,249	330,443	996,435	665,992
Parks & Recreation	22,055	6,075	7,607	35,737	181,315	145,578
Tax Assessor/Col. l.	1,019,355	277,784	10,135	1,307,274	3,858,457	2,551,183
Human Resources	105,160	30,649	4,565	140,374	429,962	289,588
County Auditor	412,891	104,772	510	518,173	1,449,923	931,750
County Clerk	560,573	174,989	69,002	804,564	2,277,022	1,472,458
County Judge	224,357	71,009	448	295,814	889,895	594,081
Risk Management	64,857	18,362	404	83,623	251,816	168,193
County Treasurer	98,143	28,243	734	127,120	379,487	252,367
Printing Department	35,455	9,353	16,142	60,950	169,168	108,218
Purchasing Department	141,337	39,460	16,387	197,184	559,482	362,298
General Services	2,565,490	1,427,127	100,578	4,093,195	10,416,981	6,323,786
MIS	604,842	138,840	27,411	771,093	2,118,915	1,347,822
Voter's Registration	27,764	6,368	629	34,761	106,214	71,453
Elections	412,308	(23,806)	43,422	431,924	840,086	408,162
District Attorney	1,673,829	495,127	18,043	2,186,999	6,600,556	4,413,557
District Clerk	493,043	137,452	16,629	647,124	1,900,869	1,253,745
Criminal Dist. Court	320,764	103,368	228	424,360	1,495,083	1,070,723
58th Dist. Court	72,747	20,448	240	93,435	295,885	202,450
60th Dist. Court	77,782	21,416	463	99,661	291,462	191,801
136th Dist. Court	79,665	19,654	1,325	100,644	302,169	201,525
172nd Dist. Court	76,261	21,437	-	97,698	292,766	195,068
252nd Dist. Court	213,762	166,471	429	380,662	1,151,980	771,318
279th Dist. Court	89,031	35,245	203	124,479	398,987	274,508
317th Dist. Court	185,794	48,945	956	235,695	765,711	530,016
J.P. Pct. 1 Pl 1	92,732	27,275	132	120,139	367,606	247,467
J.P. Pct. 1 Pl 2	92,343	26,515	-	118,858	365,966	247,108
J.P. Pct. 2	75,276	22,939	809	99,024	339,964	240,940
J.P. Pct. 4	93,966	27,541	968	122,475	362,346	239,871
J.P. Pct. 6	92,553	27,096	680	120,329	368,970	248,641
J.P. Pct. 7	85,245	24,638	549	110,432	364,635	254,203
J.P. Pct. 8	85,104	24,493	1,643	111,240	359,946	248,706
Cnty. Court at Law 1	124,612	35,976	52	160,640	478,622	317,982
Cnty. Court at Law 2	152,507	46,466	224	199,197	646,168	446,971
Cnty. Court at Law 3	179,263	54,571	1,096	234,930	720,898	485,968
Court Master	96,490	30,374	409	127,273	484,152	356,879

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Months Ending January 31, 2017

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	October 2016			Cumulative	Annual	Unencumbered
	December	January	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 52,043	\$ 19,315	\$ 1,837	\$ 73,195	\$ 244,039	\$ 170,844
Alternative School	85,159	22,222	355	107,736	394,076	286,340
Comm. Supervision	1,073	358	1,419	2,850	19,082	16,232
Sheriff's Dept.	3,520,104	968,163	110,872	4,599,139	13,459,498	8,860,359
Crime Lab	336,227	90,116	22,211	448,554	1,342,160	893,606
Jail	6,883,080	2,219,915	491,201	9,594,196	27,760,000	18,165,804
Juvenile Probation	347,424	95,117	2,403	444,944	1,589,282	1,144,338
Juvenile Detention	467,821	159,365	95,914	723,100	2,106,820	1,383,720
Constable Pct. 1	250,667	52,854	7,383	310,904	811,364	500,460
Constable Pct. 2	110,549	32,631	311	143,491	448,812	305,321
Constable Pct. 4	130,162	28,872	3,432	162,466	461,861	299,395
Constable Pct. 6	151,594	42,219	30,876	224,689	585,912	361,223
Constable Pct. 7	114,215	30,196	4,318	148,729	438,613	289,884
Constable Pct. 8	112,534	32,101	218	144,853	433,225	288,372
County Morgue	142,012	110,050	7,184	259,246	785,000	525,754
Agriculture Ext.	101,453	26,949	2,287	130,689	409,333	278,644
Public Health # 1	285,480	93,640	3,429	382,549	1,258,276	875,727
Public Health # 2	281,862	91,254	3,854	376,970	1,241,175	864,205
Nurse Practitioner	76,087	23,029	9,967	109,083	305,055	195,972
Child Welfare	11,863	14,886	-	26,749	120,000	93,251
Env. Control	93,286	26,480	469	120,235	386,151	265,916
Ind. Medical Svcs.	249,311	1,924,775	225,878	2,399,964	4,901,207	2,501,243
Emergency Mgmt.	58,488	16,704	-	75,192	227,894	152,702
Beaumont Maintenance	481,172	234,179	391,255	1,106,606	2,773,185	1,666,579
Port Arthur Maint.	163,974	53,670	41,829	259,473	764,730	505,257
Mid-County Maint.	38,928	14,348	23,788	77,064	219,636	142,572
Service Center	167,681	95,477	299,049	562,207	1,115,164	552,957
Veteran Service	76,524	23,280	230	100,034	294,808	194,774
Mosquito Control	553,455	88,654	452,529	1,094,638	2,228,867	1,134,229
Tobacco Settlement	100,000	-	-	100,000	100,000	-
Debt Service Funds	500	708,990	-	709,490	6,108,430	5,398,940
Contingency	-	-	-	-	-	-
Total	\$ 27,996,390	\$ 11,914,868	\$ 3,358,944	\$ 43,270,202	\$ 125,091,716	\$ 81,821,514

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending January 31, 2017

Issue	Beginning Amount	2016-2017 Requirements				2016-2017 Payments				Ending Amount
	Outstanding	Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	Outstanding
2011 Refunding Bonds	1,150,000	1,150,000	34,500	2,500	1,187,000	-	17,250	725	17,975	1,150,000
2012 Refunding Bonds	34,380,000	3,275,000	1,367,200	2,500	4,644,700	-	683,600	1,400	685,000	34,380,000
2013 Refunding Bonds	540,000	265,000	9,230	2,500	276,730	-	4,615	1,900	6,515	540,000
	<u>\$ 36,070,000</u>	<u>\$ 4,690,000</u>	<u>\$ 1,410,930</u>	<u>\$ 7,500</u>	<u>\$ 6,108,430</u>	<u>\$ -</u>	<u>\$ 705,465</u>	<u>\$ 4,025</u>	<u>\$ 709,490</u>	<u>\$ 36,070,000</u>

Jefferson County, Texas
Statement of Transfers In and Out

<u>Fund</u>		<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	634,430 (a)
550	SETEC Fund	634,430 (a)	-
		<u>\$634,430</u>	<u>\$634,430</u>

(a) Budgeted Transfer

PGM: GMCOMMV2	DATE 04-17-2017	PAGE: 1 64 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	138.55	432462
ROAD & BRIDGE PCT.#1		138.55**
SPIDLE & SPIDLE	3,596.50	432379
ENTERGY	568.18	432410
M&D SUPPLY	152.28	432428
MUNRO'S	58.30	432434
SMART'S TRUCK & TRAILER, INC.	267.50	432450
SOUTHEAST TEXAS WATER	30.00	432454
VULCAN MATERIALS CO.	11,075.19	432464
ADVANCE AUTO PARTS	285.55	432577
GULF COAST	499.70	432617
LJ'S HYDRAULIC & AIR REPAIR	280.67	432618
AMF MATERIALS & TRANSPORT	10,437.00	432623
ROAD & BRIDGE PCT.#2		27,250.87**
CITY OF NEDERLAND	45.25	432394
ENTERGY	510.68	432410
MUNRO'S	20.00	432434
RITTER @ HOME	31.12	432445
AT&T	93.54	432456
MARTIN PRODUCT SALES LLC	112.33	432529
LIBERTY TIRE RECYCLING LLC	1,104.62	432554
GULF COAST	841.84	432617
LJ'S HYDRAULIC & AIR REPAIR	274.35	432618
KREATIVE KAMERA PHOTOGRAPHY	165.00	432624
ROAD & BRIDGE PCT. # 3		3,198.73**
CITY OF PORT ARTHUR - WATER DEPT.	30.64	432393
HOWARD'S AUTO SUPPLY	72.26	432472
WALMART COMMUNITY BRC	224.48	432488
CENTERPOINT ENERGY RESOURCES CORP	35.09	432521
MARTIN PRODUCT SALES LLC	289.25	432529
ROAD & BRIDGE PCT.#4		651.72**
COASTAL WELDING SUPPLY	55.80	432396
GULF COAST SCREW & SUPPLY	26.03	432408
ENTERGY	11.77	432410
CASH ADVANCE ACCOUNT	492.07	432423
M&D SUPPLY	95.80	432428
MUNRO'S	75.98	432434
OLMSTED-KIRK PAPER	59.69	432437
SCOOTER'S LAWNMOWERS	26.68	432447
SMART'S TRUCK & TRAILER, INC.	437.36	432450
AT&T	76.48	432456
ON TIME TIRE	200.72	432572
ASCO	2,598.67	432578
SOUTHEAST TEXAS PARTS AND EQUIPMENT	802.13	432591
TRANSIT & LEVEL CLINIC LLC	1,295.00	432609
ENGINEERING FUND		6,254.18**
TRI-CITY COFFEE SERVICE	193.10	432462
VERIZON WIRELESS	244.65	432483
UNITED STATES POSTAL SERVICE	4.90	432490
TRANSIT & LEVEL CLINIC LLC	430.85	432609
PARKS & RECREATION		873.50**
ENTERGY	1,109.55	432410
JIFFY TROPHIES	7.25	432424
LOWE'S HOME CENTERS, INC.	79.66	432502
SPRINT WASTE SERVICES LP	310.80	432592
GENERAL FUND		1,507.26**

PGM: GMCOMMV2	DATE 04-17-2017		PAGE: 2 65 TOTAL
NAME	AMOUNT	CHECK NO.	
JEFFERSON CTY CHILD WELFARE BOARD	358.78	432545	358.78*
TAX OFFICE			
OFFICE DEPOT	924.27	432436	
ACE IMAGEWEAR	20.74	432448	
ACE IMAGEWEAR	21.70	432449	
UNITED STATES POSTAL SERVICE	792.16	432490	
CINTAS CORPORATION	91.69	432614	1,850.56*
COUNTY HUMAN RESOURCES			
OFFICE DEPOT	269.83	432436	
PINNACLE EMPLOYEE TESTING	45.00	432440	
PRE CHECK, INC.	302.00	432476	
UNITED STATES POSTAL SERVICE	.81	432490	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	175.00	432612	792.64*
AUDITOR'S OFFICE			
LYNDON B. JOHNSON SCHOOL OF PUBLIC	75.00	432381	
OFFICE DEPOT	250.94	432436	
UNITED STATES POSTAL SERVICE	31.83	432490	
JEFFERSON COUNTY CREDIT CARDS	465.48	432561	823.25*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	138.60	432426	
OFFICE DEPOT	71.95	432436	
UNITED STATES POSTAL SERVICE	270.32	432490	
RICOH USA INC	270.90	432576	751.77*
COUNTY JUDGE			
MCNEILL INSURANCE AGENCY	142.00	432432	
UNITED STATES POSTAL SERVICE	4.56	432490	
HUBERT OXFORD IV	500.00	432547	
THOMSON REUTERS-WEST	116.58	432581	
TARA SHELANDER	500.00	432593	1,263.14*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	8.11	432490	8.11*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	171.41	432490	171.41*
PURCHASING DEPARTMENT			
CASH ADVANCE ACCOUNT	458.30	432423	
UNITED STATES POSTAL SERVICE	18.13	432490	476.43*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,914.38	432387	
CURTIS 1000, INC.	1,833.40	432397	
CASH ADVANCE ACCOUNT	25.00	432423	
TIME WARNER COMMUNICATIONS	204.86	432458	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	432461	
TOWER COMMUNICATIONS, INC.	2,435.00	432487	
WALMART COMMUNITY BRC	208.32	432488	
MCGRIFF, SEIBELS & WILLIAMS OF TX	5,440.00	432507	14,760.96*
DATA PROCESSING			
SOUTHERN COMPUTER WAREHOUSE	393.33	432385	
OFFICE DEPOT	488.23	432436	
JEFFERSON COUNTY CREDIT CARDS	124.90	432561	
FUNCTION 4 LLC	137.50	432619	1,143.96*
VOTERS REGISTRATION DEPT			

PGM: GMCOMMV2	DATE 04-17-2017		PAGE: 3 66
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	164.39	432490	164.39*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	37.66	432495	37.66*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	204.25	432490	
PACER SERVICE CENTER	16.70	432499	
THOMSON REUTERS-WEST	2,399.50	432582	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	432599	
MATT TURNER	166.50	432615	
CIOX HEALTH	855.06	432621	
TEXAS FORENSIC ASSOCIATES	495.00	432622	4,208.01*
DISTRICT CLERK			
CURTIS 1000, INC.	487.35	432397	
OFFICE DEPOT	109.10	432436	
UNITED STATES POSTAL SERVICE	199.09	432490	
COASTAL BUSINESS FORMS	683.52	432579	1,479.06*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	900.00	432377	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	432388	
THOMAS J. BURBANK PC	250.00	432391	
OFFICE DEPOT	85.12	432436	
NATHAN REYNOLDS, JR.	600.00	432444	
UNITED STATES POSTAL SERVICE	20.67	432490	
LEXIS-NEXIS	134.00	432493	
KIMBERLY R. BROUSSARD	271.60	432550	2,511.39*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	432452	29.95*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	432490	.81*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.21	432490	1.21*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	39.36	432490	
LEXIS-NEXIS	112.00	432492	151.36*
252ND DISTRICT COURT			
OFFICE DEPOT	46.30	432436	
BRACK JONES JR.	8,750.00	432470	
UNITED STATES POSTAL SERVICE	148.16	432490	
SUMMER TANNER	2,075.80	432534	
GERALD E. BOURQUE	13,923.00	432575	
SAMUEL & SON LAW FIRM PLLC	8,750.00	432595	33,693.26*
279TH DISTRICT COURT			
DAVID GROVE	150.00	432380	
ANITA F. PROVO	225.00	432442	
WENDELL RADFORD	325.00	432443	
NATHAN REYNOLDS, JR.	225.00	432444	
UNITED STATES POSTAL SERVICE	2.76	432490	
LEXIS-NEXIS	56.00	432491	
KIMBERLY PHELAN, P.C.	150.00	432526	
TONYA CONNELL TOUPS	75.00	432541	
P DEAN BRINKLEY	75.00	432559	
BRITTANIE HOLMES	1,000.00	432574	
TARA SHELANDER	1,500.00	432593	

PGM: GMCOMMV2	DATE 04-17-2017	AMOUNT	CHECK NO.	PAGE: 4 67 TOTAL
LAW OFFICE OF J SCOTT FREDERICK		500.00	432602	
ASHLEY CEDILLO		168.75	432613	
THE DAWS LAW FIRM PLLC		75.00	432625	
317TH DISTRICT COURT				4,527.51*
PHILLIP DOWDEN		700.00	432384	
LAIRO DOWDEN, JR.	1,	675.00	432399	
TRAVIS EVANS		325.00	432404	
JIMMY D. HAMM		75.00	432415	
OFFICE DEPOT		92.38	432436	
MARVA PROVO		325.00	432441	
ANITA F. PROVO		800.00	432442	
CHARLES ROJAS		325.00	432475	
LEXIS-NEXIS		68.00	432491	
GLEN M. CROCKER		475.00	432497	
JOEL WEBB VAZQUEZ		375.00	432516	
JUDY PAASCH	2,	323.90	432518	
KIMBERLY PHELAN, P.C.		325.00	432526	
ALLEN PARKER		150.00	432557	
LINDSAY LAW FIRM, PLLC		500.00	432563	
WILLIAM FORD DISHMAN		75.00	432588	
MELANIE AIREY	1,	275.00	432601	
LAW OFFICE OF J SCOTT FREDERICK		150.00	432602	
GORDON D FRIESZ		262.50	432604	
JUSTICE COURT-PCT 1 PL 1				10,296.78*
UNITED STATES POSTAL SERVICE		31.06	432490	
JUSTICE COURT-PCT 4				31.06*
TEXAS STATE UNIVERSITY SAN MARS		300.00	432455	
AT&T		76.48	432456	
JUSTICE COURT-PCT 6				376.48*
UNITED STATES POSTAL SERVICE		49.94	432490	
COUNTY COURT AT LAW NO.1				49.94*
UNITED STATES POSTAL SERVICE		2.53	432490	
LEXIS-NEXIS		55.00	432491	
SIERRA SPRING WATER CO. - BT		76.61	432494	
COUNTY COURT AT LAW NO. 2				134.14*
DONALD W. DUESLER & ASSOC.		250.00	432400	
CASH ADVANCE ACCOUNT		733.17	432423	
JOHN E MACEY		250.00	432429	
BRUCE N. SMITH		250.00	432451	
UNITED STATES POSTAL SERVICE		2.82	432490	
ANTOINE FREEMAN		250.00	432542	
JEFFERSON COUNTY CREDIT CARDS		60.00	432561	
SAMUEL & SON LAW FIRM PLLC		250.00	432594	
COUNTY COURT AT LAW NO. 3				2,045.99*
OFFICE DEPOT		144.85	432436	
UNITED STATES POSTAL SERVICE		10.48	432490	
COURT MASTER				155.33*
UNITED STATES POSTAL SERVICE		.86	432490	
MEDIATION CENTER				.86*
UNITED STATES POSTAL SERVICE		3.80	432490	
SHERIFF'S DEPARTMENT				3.80*
EMERGENCY MGT. CONFERENCE		700.00	432402	
GT DISTRIBUTORS, INC.		139.77	432405	

PGM: GMCOMMV2	DATE 04-17-2017	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	773.10	432410
JEFFERSON CTY. SHERIFF'S DEPARTMENT	450.00	432421
MOORMAN & ASSOCIATES, INC.	300.00	432433
OFFICE DEPOT	488.46	432436
AT&T	124.84	432456
CDW COMPUTER CENTERS, INC.	81.47	432473
UNITED STATES POSTAL SERVICE	1,175.85	432490
BLUE BOOK	71.95	432512
SNAP-ON-TOOLS	53.75	432549
CHIEF SUPPLY	592.31	432558
JEFFERSON COUNTY CREDIT CARDS	500.00	432561
BURGOON CO	1,100.00	432565
RITA HURT	275.00	432570
TRANSUNION RISK AND ALTERNATIVE	501.00	432598
3L PRINTING COMPANY	75.00	432610
CRIME LABORATORY		7,402.50*
RALPH'S INDUSTRIAL ELECTRONICS	33.58	432446
SOUTHEAST TEXAS WATER	79.90	432452
ULINE SHIPPING SUPPLY SPECIALI	86.70	432463
VERIZON WIRELESS	113.97	432484
AIRGAS SOUTHWEST	987.02	432546
RDB SERVICES	500.00	432571
JAIL - NO. 2		1,801.17*
CITY OF BEAUMONT - WATER DEPT.	8.00	432392
ENTERGY	245.57	432410
PETTY CASH - SHERIFF'S OFFICE	228.00	432438
AT&T	1,384.36	432456
INTERCONTINENTAL JET CORP	321.90	432520
WORLD FUEL SERVICES	783.36	432556
KROPP HOLDINGS INC	575.49	432586
JUVENILE PROBATION DEPT.		3,546.68*
UNITED STATES POSTAL SERVICE	31.64	432490
TENNILLE DAW	487.62	432506
LATASHA DILL	547.31	432525
KESHA NIXON	46.00	432528
VICTOR CANTU	51.90	432587
JUVENILE DETENTION HOME		1,164.47*
ALL STAR PLUMBING	195.00	432382
ENTERGY	7,565.23	432410
STEVE JACOBY	18.73	432420
WALMART COMMUNITY BRC	55.68	432488
FLOWERS FOODS	104.47	432513
BEN E KEITH FOODS	2,842.96	432514
CVS PHARMACY	18.28	432519
VANSHECA SANDERS-CHEVIS	400.00	432536
KAREN ROBERTS	500.00	432552
EXCEL MEDICAL WASTE LLC	70.00	432603
CONSTABLE PCT 1		11,770.35*
OFFICE DEPOT	641.78	432436
UNITED STATES POSTAL SERVICE	35.02	432490
TND WORKWEAR CO LLC	192.50	432620
CONSTABLE-PCT 4		869.30*
GT DISTRIBUTORS, INC.	65.78	432405
AT&T	38.24	432456
DISH NETWORK	56.50	432537
TRANSUNION RISK AND ALTERNATIVE	70.00	432598
CONSTABLE-PCT 6		230.52*
UNITED STATES POSTAL SERVICE	19.30	432490
CONSTABLE PCT. 7		19.30*

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NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	49.73	432436
AGRICULTURE EXTENSION SVC		49.73*
TERRIE S. LOONEY	269.11	432375
UNITED STATES POSTAL SERVICE	1.61	432490
DAVID OATES	546.17	432611
ALLEN HOMANN	105.93	432616
HEALTH AND WELFARE NO. 1		922.82*
NSO - NURSES SERVICE ORGANIZATION	109.00	432376
CITY OF BEAUMONT	40.00	432383
CLAYBAR FUNERAL HOME, INC.	29,500.00	432395
ENTERGY	47.34	432414
AUSTIN CECIL WALKES MD PA	2,932.58	432465
MCKESSON MEDICAL-SURGICAL INC	9.79	432474
UNITED STATES POSTAL SERVICE	74.95	432490
RACHEL DRAGULSKI	18.19	432503
CENTERPOINT ENERGY RESOURCES CORP	65.55	432522
HEB CREDIT RECEIVABLES DEPT 308	30.00	432530
BONNIE SWAIN	26.75	432560
EXCEL MEDICAL WASTE LLC	35.00	432603
HEALTH AND WELFARE NO. 2		32,889.15*
HANNAH FUNERAL HOME, INC.	1,500.00	432416
AUSTIN CECIL WALKES MD PA	2,932.58	432465
MCKESSON MEDICAL-SURGICAL INC	370.09	432474
CONNIE M ROBERTS	24.61	432533
EXCEL MEDICAL WASTE LLC	35.00	432603
NURSE PRACTITIONER		4,862.28*
MCKESSON MEDICAL-SURGICAL INC	18.16	432474
SIERRA SPRING WATER CO. - BT	19.70	432496
EXCEL MEDICAL WASTE LLC	35.00	432603
INDIGENT MEDICAL SERVICES		72.86*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	432543
CARDINAL HEALTH 110 INC	11,392.92	432585
MAINTENANCE-BEAUMONT		15,165.92*
AAA LOCK & SAFE	150.00	432374
BINSWANGER GLASS CO.	842.00	432390
W.W. GRAINGER, INC.	453.31	432407
ENTERGY	12,741.30	432411
MCCOWN PAINT & SUPPLY OF TEXAS	302.09	432430
OFFICE DEPOT	210.62	432436
ACE IMAGEWEAR	167.90	432448
ACE IMAGEWEAR	233.13	432449
WORTH HYDROCHEM	250.00	432469
BELT SOURCE	193.34	432527
CARRIER ENTERPRISE LLC	87.36	432584
MAINTENANCE-PORT ARTHUR		15,631.05*
ENTERGY	4,006.99	432410
TIME WARNER COMMUNICATIONS	300.57	432459
MAINTENANCE-MID COUNTY		4,307.56*
CITY OF NEDERLAND	25.68	432394
ENTERGY	1,893.35	432410
RITTER @ HOME	14.57	432445
ACE IMAGEWEAR	30.76	432448
W. JEFFERSON COUNTY M.W.D.	73.89	432466
A1 FILTER SERVICE COMPANY	99.50	432569
SERVICE CENTER		2,137.75*

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NAME	AMOUNT	CHECK NO. TOTAL
ACTION AUTO GLASS	39.95	432378
SPIDLE & SPIDLE	7,525.20	432379
INTERSTATE BATTERIES OF BEAUMONT/PA	457.75	432418
J.K. CHEVROLET CO.	68.83	432419
KINSEL FORD, INC.	105.18	432425
MUNRO'S	39.70	432434
PHILPOTT MOTORS, INC.	96.62	432439
AT&T	62.36	432456
TATE & CO., INC.	1,012.50	432460
JEFFERSON CTY. TAX OFFICE	7.50	432477
JEFFERSON CTY. TAX OFFICE	7.50	432478
JEFFERSON CTY. TAX OFFICE	7.50	432479
JEFFERSON CTY. TAX OFFICE	7.50	432480
JEFFERSON CTY. TAX OFFICE	7.50	432481
JEFFERSON CTY. TAX OFFICE	7.50	432482
VOYAGER FLEET SYSTEM, INC.	15,271.28	432511
PETROLEUM SOLUTIONS, INC.	1,166.21	432515
BUMPER TO BUMPER	590.60	432517
C & I OIL COMPANY INC	1,128.40	432551
MIGHTY OF SOUTHEAST TEXAS	150.99	432564
CHASE ELECTRONICS	130.00	432568
		27,890.57*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	2.24	432490
HILARY GUEST	113.33	432505
		115.57*
		213,149.55**
MOSQUITO CONTROL FUND		
ENTERGY	408.26	432410
MUNRO'S	82.20	432434
OFFICE DEPOT	106.30	432436
		596.76**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	432500
PATRICIA VELASCO	1,330.00	432607
		1,362.95**
EMPG GRANT		
SOUTHEAST TEXAS WATER	36.75	432453
JEFFERSON COUNTY CREDIT CARDS	400.00	432561
		436.75**
GRANT A STATE AID		
CASH ADVANCE ACCOUNT	2,525.70	432423
VERIZON WIRELESS	25.95	432483
		2,551.65**
COMMUNITY SUPERVISION FND		
JEFFERSON CTY. COMMUNITY SUP.	2,330.49	432422
UNITED STATES POSTAL SERVICE	59.26	432490
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	432543
JCCSC	275.00	432562
EXCEL MEDICAL WASTE LLC	140.00	432603
TX TAG	7.70	432606
		9,777.45**
JEFF. CO. WOMEN'S CENTER		
BELL'S LAUNDRY	1,274.33	432389
ECOLAB	82.95	432401
GOLD CREST ELECTRIC CO., INC.	66.14	432406
CASH ADVANCE ACCOUNT	518.55	432423
KIM MCKINNEY, LPC, LMFT	225.00	432431
OFFICE DEPOT	263.64	432436
SYSCO FOOD SERVICES, INC.	1,231.55	432457
TOWER COMMUNICATIONS, INC.	60.00	432487
BEN E KEITH FOODS	1,258.31	432514
MATERA PAPER COMPANY INC	168.28	432580
GLOBAL TEL*LINK CORP	1,000.00	432596
HIGGINBOTHAM INSURANCE AGENCY INC	2,161.00	432600
EXCEL MEDICAL WASTE LLC	35.00	432603
		8,344.75**
CRIME VICTIMS CLEARING.		

PGM: GMCOMMV2	DATE 04-17-2017	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
KIMBERLY PHELAN, P.C.	500.00	432526 500.00**
COUNTY CLERK - RECORD MGT		
PCM-G	11,605.30	432553 11,605.30**
COUNTY RECORDS MANAGEMENT		
PCM-G	591.30	432553 591.30**
HOTEL OCCUPANCY TAX FUND		
BEAUMONT ENTERPRISE	323.68	432403
LAMAR UNIVERSITY - ATHLETIC DEVELOP	2,000.00	432427
M&D SUPPLY	98.64	432428
MUNRO'S	33.89	432434
TRI-CITY COFFEE SERVICE	99.45	432462
WHOLESALE ELECTRIC SUPPLY CO.	113.40	432467
WILDSEED FARMS	173.50	432468
PRESS CLUB OF SOUTHEAST TEXAS	30.00	432471
ART MUSEUM OF SOUTHEAST TEXAS	3,640.00	432498
SOUTHEAST TEXAS BASEBALL/ACADEMY	8,500.00	432501
SPORTS SOCIETY FOR AMERICAN HEALTH	3,500.00	432508
MAGNOLIA MISSIONARY BAPTIST CHURCH	1,100.00	432509
MARDI GRAS OF SOUTHEAST TEXAS	13,300.00	432510
PORT ARTHUR HISTORICAL SOCIETY	8,500.00	432535
STARS OVER TEXAS SOFTBALL	500.00	432538
STARS OVER TEXAS SOFTBALL	500.00	432539
BIG THICKET ASSOCIATION	1,575.00	432566
PORT ARTHUR CONVENTION & TOURIST	4,389.00	432567
BEAUMONT COUNCIL OF GARDEN CLUBS	879.00	432608 49,255.56**
CAPITAL PROJECTS FUND		
ALLCO, INC.	64,078.51	432486
GOWAN INC	19,117.53	432531
CUSTOM FLOORING - VIDOR	4,220.00	432532 87,416.04**
AIRPORT FUND		
ENTERGY	10,636.20	432413
CASH ADVANCE ACCOUNT	196.00	432423
AT&T	599.74	432456
UNITED STATES POSTAL SERVICE	3.89	432490 11,435.83**
SE TX EMP. BENEFIT POOL		
CHLIC-CHICAGO	62,395.03	432555
COMPASS PROFESSIONAL HEALTH SERVICE	6,170.00	432589
SA BENEFITS SERVICES LLC	28,665.82	432590 97,230.85**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	21,386.88	432573 21,386.88**
LIABILITY CLAIMS ACCOUNT		
CALVERT EAVES CLARKE & STELLY LLP	12,022.71	432605
LEONARD HERSHKOWITZ MD	3,125.00	432626 15,147.71**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	10,808.52	432523
TRISTAR RISK MANAGEMENT	4,235.24	432524 15,043.76**
SHERIFF'S FORFEITURE FUND		
AVIALL	371.52	432386
HERNANDEZ OFFICE SUPPLY, INC.	1,099.19	432417
AERO PRODUCTS	6,696.86	432504
UNITED BATTERIES & ACCESSORIES	150.00	432548
JEFFERSON COUNTY CREDIT CARDS	1,103.48	432561 9,421.05**
APPELLATE JUDICIAL SYSTEM		

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NAME	AMOUNT	CHECK NO. TOTAL
9TH COURT OF APPEALS	2,465.00	432544 2,465.00**
MARINE DIVISION		
DBS ELECTRONICS	352.50	432398
W.W. GRAINGER, INC.	604.92	432407
ENTERGY	517.90	432410
AT&T	81.90	432456
VERIZON WIRELESS	531.86	432485
THE DINGO GROUP-PETE JORGENSEN MARI	1,126.82	432540
JEFFERSON COUNTY CREDIT CARDS	619.80	432561
PALMER POWER	355.14	432583
APPLIED SECURITY TECHNOLOGIES INC	105.00	432597
		4,295.84**
		601,889.79***

**AGENDA ITEM****April 17, 2017**

Receive and file executed Agreement between the Texas Department of Agriculture and Jefferson County for The Community Development Fund for First time sewer service.

RECEIVED MAR 06 2017

Lizbeth Bainter

From: Lizbeth Bainter
Sent: Tuesday, March 21, 2017 9:33 AM
To: Jeff Branick
Cc: Kevin Smith; 'Randy Blanks'
Subject: RE: 2016 CD Fund - County of Jefferson - Executed Contract - 7216231
Attachments: 2016 CD - Executed Contract - Jefferson Co 7216231.pdf

Dear Judge Branick:

Congratulations again on the recent contract award under the Texas Community Development Block Grant Program (TxCDBG). An executed copy of the contract between the County of Jefferson and Texas Department of Agriculture (TDA) has been attached to this email for your convenience.

All fiscal and administrative staff should be familiar with the budget categories and amounts. The program staff should be aware of the Performance Statement, and Project Implementation Schedule. Fiscal and program staff should be familiar with the Applicable laws and regulations, including Environmental, Procurement, Labor, and Audit requirements. Copies of these exhibits should be distributed to appropriate staff members.

Should you have any questions or need additional information about the terms in this contract, please do not hesitate to contact Kevin Smith, your Contract Specialist at 512-936-6729 or Kevin.Smith@TexasAgriculture.gov

Thank you and have a wonderful day!

Liz Bainter

Contract Technician
Texas Department of Agriculture
Phone: (512) 936-7896
Lizbeth.bainter@TexasAgriculture.gov

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF JEFFERSON
CONTRACT NO.
FOR
THE COMMUNITY DEVELOPMENT FUND**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Jefferson (herein referred to as "Contractor"). The parties to this contract agree to the mutual obligations and performance of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on December 30, 2016, and shall terminate on December 29, 2018, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

SECTION 4. CONTRACTOR PERFORMANCE

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.

2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.

3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.

4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.

5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I and K. Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.

2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.

2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.

3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments

to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (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 contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as

directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. Procurement. Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

SECTION 11. LITIGATION AND CLAIMS

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out of the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights and Anti-discrimination

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

B. Employment Restrictions

1. Prohibited Activity. Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. Labor Standards
 - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
 - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

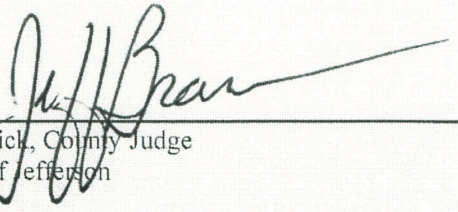
A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

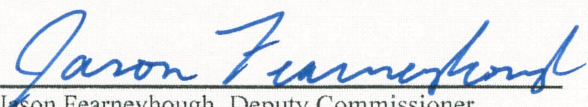


Jeff Branick, County Judge
County of Jefferson

2/17/17

Date

Approved and accepted on behalf of the Texas Department of Agriculture.



Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

3/16/17

Date

EXHIBIT A
PERFORMANCE STATEMENT
COUNTY OF JEFFERSON

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

Households in the unincorporated community of Cheek, located in Jefferson County, do not have public sewer service and rely upon failing septic systems, resulting in a potential threat to public health.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

ACTIVITIES

Sewer Improvements Contractor shall provide first-time sewer access to households in the unincorporated community of Cheek to remove a potential threat to public health. Contractor shall install approximately five hundred sixty linear feet (560 l.f.) of two-inch (2") force main, boring, flushout, valves, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place on Lawhon, Boyt, MLK, Faith, Phillips, Landry, Brooks, and Denley.

These activities shall benefit sixty-four (64) persons, of which sixty-four (64) or one hundred percent (100%) are of low- to moderate-income.

Rehabilitation: Single-Unit Sewer Service Contractor shall provide first-time sewer service to households in the unincorporated community of Cheek to remove a potential threat to public health. Contractor shall install twenty-three (23) sewer yard service lines, twenty-three (23) grinder pumps, mitigate all existing septic systems, membership fees, and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as LMI. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place on Lawhon, Boyt, MLK, Faith, Phillips, Landry, Brooks, and Denley.

These activities shall benefit sixty-four (64) persons, of which sixty-four (64) or one hundred percent (100%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B

BUDGET

COUNTY OF JEFFERSON

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_S Sewer Improvements - Total	\$56,910	\$0	\$56,910
Sewer Improvements-Construction	\$43,050	\$0	\$43,050
Sewer Improvements-Engineering	\$13,860	\$0	\$13,860
14A Rehab: Single-Unit Sewer Service - Total	\$214,590	\$0	\$214,590
Rehab: Single-Unit Sewer Service-Construction	\$178,950	\$0	\$178,950
Rehab: Single-Unit Sewer Service-Engineering	\$35,640	\$0	\$35,640
21A General Program Administration - Total	\$3,500	\$27,500 ¹	\$31,000
TOTALS	\$275,000	\$27,500	\$302,500

Source of Other Funds:

1 – Jefferson County, General Fund

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
COUNTY OF JEFFERSON

CONTRACT START DATE
December 30, 2016

CONTRACT END DATE
December 29, 2016

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	2/30/2017
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	4/30/2017
Plans and Specifications Completed	Month 6	6/30/2017
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	6/30/2017
Environmental Review Completed	Month 6	6/30/2017
Clearance of Pre-Construction Special Conditions	Month 8	8/30/2017
Wage Rate 10-Day Confirmation	Month 8	8/30/2017
Construction Contract Awarded & Executed	Month 9	9/30/2017
Construction - 50% TxCDBG project complete	Month 14	2/30/2018
Construction - 75% TxCDBG project complete	Month 17	5/30/2018
Construction - 90% TxCDBG project complete	Month 19	7/30/2018
Construction & Final Inspections Completed	Month 20	8/30/2018
End Date of Contract	Month 24	12/29/2018
Close-out documents submitted to Department (60 days after End Date)	Month 26	2/27/2019

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D

COMMUNITY DEVELOPMENT FUND

SPECIAL CONDITIONS

COUNTY OF JEFFERSON

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Prior to bidding construction for a project that includes first-time water or sewer service connections, the contractor must submit to the Department a list of households that have committed to connecting to the project. The list must be signed by the chief elected official and must identify all LMI households eligible for TxCDBG funded yard lines. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit.
4. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

- a. Contractor shall receive and maintain 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 Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer 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 Contractor. 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 received and maintained by Contractor in written form. Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by Contractor under this contract are involved.

2. Contractor shall mitigate all existing septic systems in accordance with Texas Commission on Environmental Quality rules (Title 30, Chapter 285, Subchapter D, Texas Administrative Code), which state, "A tank that is not to be used again for holding sewage shall be abandoned. To properly abandon, the owner shall conduct the following actions, in the order listed. (1) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. (2) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter) which is free of organic and construction debris."

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
 - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Federal historic preservation regulations at 36 CFR part 800
 - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C. 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
 - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
 - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
 - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
 - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

EXHIBIT F

CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the County of Jefferson, I certify that:

Affirmatively Further Fair Housing -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

Anti-discrimination Laws -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

Anti-displacement and Relocation Plan -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

Environmental Review -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

Excessive Force -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Use of Funds (Special Assessments) -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

Compliance with Laws -- It will comply with applicable laws.


 Jeff Branick, County Judge
 County of Jefferson

2/17/17
 Date

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that County of Jefferson knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.

**AGENDA ITEM****April 17, 2017**

Receive and file executed Surface Lease SL20170030 between Jefferson County, Texas and the Texas General Land Office for beach restoration.

Loma George

From: Kevin Frenzel <Kevin.Frenzel@GLO.TEXAS.GOV>
Sent: Thursday, April 06, 2017 10:43 AM
To: fjackson@co.jefferson.tx.us; george@co.jefferson.tx.us
Subject: FW: SL2070030 GLO Lease
Attachments: 20170406102818504.pdf

Please see attached.

Thanks,

Kevin Frenzel, P.G.
CEPRA Manager
Coastal Resources
Texas General Land Office
512-463-2482
Kevin.frenzel@glo.texas.gov

From: David Wells
Sent: Thursday, April 06, 2017 10:32 AM
To: Jeff Branick <jbranick@co.jefferson.tx.us>
Cc: Kevin Frenzel <Kevin.Frenzel@GLO.TEXAS.GOV>
Subject: SL2070030 GLO Lease

Judge Branick,

Attached is the lease for the borrow site/spoil placement with Jefferson County. Please print two copies, sign and notarize them. You can mail them back or scan/email them back, whichever method is easier for you. Let me know if you have any questions.

Thanks,

David Wells
Asset Management
Texas General Land Office
512-463-4638

**AGENDA ITEM****April 10, 2017**

Consider and ratify Texas General Land Office Coastal Surface Lease No. SL20170030 for purposes of utilizing sand source material for McFaddin Beach Erosion Project.



MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

Date: April 6, 2017

To: Commissioner George P. Bush

From: David Wells ^{DS} *DL*

Through: ^{DS} *RM* Russell May, ^{DS} *BC* Brian S. Carter, ^{DS} *AL* Anne L. Idsal

Subject: Surface Lease No. SL20170030 (New Application)

Attached is Surface Lease No. SL20170030 for your approval and signature on the pages indicated.

This contract is issued under Chapter 51 of the Texas Natural Resources Code that authorizes the Commissioner of the General Land Office to issue grants of interest for use of the surface estate of unsold Permanent School Fund Lands under management authority of the General Land Office. Chapter 51 leases and easements do not require approval of the School Land Board.

Authorization will be consistent with past action by the agency on similar structures.

This proposed use of state land has been reviewed by technical, supervisory and legal staff who routinely process easement and permit applications, and has been determined to be consistent with existing GLO rules and policies.

Document Number	-	SL20170030
Lessee Name	-	Jefferson County
County	-	Jefferson
Location	-	State Tract(s) 84-S, 85-S, 83-S, 96-S, Gulf Of Mexico
Purpose	-	Borrow Site, Spoil Disposal
Encumbrance	-	Approx. 290 Acres (12,662,200 Square Feet)
Consideration	-	\$0.00
Term	-	Twenty (20) years



TEXAS GENERAL LAND OFFICE
COASTAL SURFACE LEASE NO. SL20170030

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

This Coastal Surface Lease SL20170030, ("Lease"), is granted by virtue of the authority granted in Section 51.121, et seq., TEX. NAT. RES. CODE ANN., 31 TEX. ADMIN. CODE, Chapter 13, Land Resources, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Fund of the State of Texas (the "State"), hereby grants to Jefferson County, whose address is 1149 Pearl St., Beaumont, TX, 77701-3638, (409) 835-8466 ("Lessee"), the right to use the surface estate of certain Permanent School Fund land (the "Leased Premises") for the purposes identified in Article V below.

ARTICLE II. PREMISES

2.01. The Leased Premises is described below and further described or depicted on Exhibits A, B & C attached hereto and collectively incorporated by reference for all purposes:

Portions of State Tracts 83-S, 84-S, 85-S, 96-S, Gulf of Mexico

2.02. **LESSEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE LEASED PREMISES AND ACCEPTS SAME "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. LESSEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON LESSEE'S OWN INSPECTION OF THE PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS LEASE. THE STATE AND LESSEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERMS "GRANT" AND/OR "CONVEY" IN NO WAY IMPLIES THAT THIS LEASE OR THE LEASED PREMISES ARE FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. LESSEE IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCES MAY BE OF RECORD AND LESSEE IS ADVISED TO EXAMINE ALL RECORDS OF THE STATE AND COUNTY IN WHICH THE LEASED PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

ARTICLE III. TERM

3.01. This Coastal Surface Lease No. SL20170030 is for a term of twenty (20) years, commencing on April 1, 2017 and terminating on March 31, 2037, unless earlier terminated as provided herein. The State reserves the right to review, amend, cancel or otherwise modify this agreement at any time during its term upon 30-day written notice to Lessee as prescribed in 3.01. Renewal of this agreement is at the sole discretion of the State, and no right to renew is implied or provided for herein.

ARTICLE IV. CONSIDERATION

4.01. In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, Lessor and Lessee acknowledge that no rental fees shall be assessed for the described use of the Premises while Lessee is not in default of the terms agreed upon herein.

ARTICLE V. USE OF THE PREMISES

5.01. The Leased Premises may be used by Lessee solely for a 10,497,960 sq. ft. borrow site and a 2,164,249 sq. ft. placement area and for no other purpose. The Leased Premises are to remain in their current topographical and hydrologic condition during the term of the Lease. Lessee is specifically prohibited from modifying the premises in any manner not authorized herein, and from using, or allowing the use by others, of the Leased Premises for any other purpose.

5.02. Lessee shall not use, or permit the use of, the Leased Premises for any illegal purpose. Lessee will comply with, and will cause its officers, employees, agents and invitee to comply with, all applicable federal, State and local laws, ordinances and rules concerning the use of the Leased Premises.

5.03. The State reserves the exclusive right to grant easements, rights-of way and/or other grants of interest authorizing use of the Leased Premises, provided such use does not unreasonably interfere with Lessee's use thereof.

5.04. Lessee shall not grant other rights in or to the Leased Premises to any other person or entity, and any attempt to do so shall be void and of no effect and shall constitute a default by Lessee hereunder.

5.05. State reserves the right to enter upon the Leased Premises at any time with or without prior notice to Lessee to inspect the condition thereof and/or take action authorized by this Lease.

5.06. The Leased Premises are subject to prospecting, production and development of oil, gas and other minerals and other materials of commercial value by the State, its lessees, permittee, licensees or other agents, assigns or representatives. Lessee shall not interfere with such use of the Leased Premises and shall allow any lessee, permit holder, licensee or other agent, assignee or representative of the State and/or the School Land Board the right of ingress and egress over, across and through, and the use of, the Leased Premises for any and all purposes authorized by State.

5.07. Lessee may not charge State's authorized lessees, permit holders, licensees or other agents, assigns or representatives surface damages, or any other fee, for use of the Leased Premises; provided, however, the foregoing shall not limit the liability of any person or entity to Lessee for damages caused to property owned by Lessee.

5.08. Lessee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions")

1. Lessee is responsible for securing all permits required to develop the Leased Premises at its expense. Lessee must submit any and all applications and required documentation related to any permits it seeks to the State for approval in advance of submission for review or approval by any regulating entity. Lessee must also submit a copy of any reports submitted to any federal, state, or local agency concerning operations on the Leased Premises to the State as such reports are prepared.
2. Lessee is prohibited from selling, exchanging, or otherwise transferring credits for mitigation purposes related to its activities on the Leased Premises without the express consent and involvement of the State.
3. Lessee shall use the best beach-quality material possible from the proposed borrow area.
4. Depth of the dredged area authorized herein shall not exceed forty-five (45) feet below Mean High Water. Over-dredging for advance maintenance is specifically prohibited.

5. Lessee shall notify the General Land Office, LaPorte Field Office in writing at least sixty (60) days prior to undertaking any dredging activities occurring during the term of this contract.
6. Lessee shall notify the General Land Office, LaPorte Field Office in writing at least two (2) weeks prior to commencing dredging operations and within one (1) week following completion of the work.

ARTICLE VI. ASSIGNMENTS

6.01. Lessee shall not assign the Premises or the rights granted herein, in whole or part, to any third party for any purpose without the prior written consent of the State, which may be granted or denied in the State's sole discretion. Any unauthorized assignment shall be void and of no effect and such assignment shall not relieve Lessee of any liability for any obligation, covenant, or condition of this Agreement. This provision, and the prohibition against assignment contained herein, shall survive expiration or earlier termination of this agreement. For purposes of this agreement, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. Lessee shall take no action on the premises which results in the discharge of any solid or liquid material. Lessee shall use the highest degree of care and all appropriate safeguards to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Lessee shall comply with all applicable rules and regulations of the General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of Lessee's (or Lessee's employees, contractors, invitees and agents) acts or omissions, Lessee shall immediately notify the State, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

7.02. **LESSEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING ANY ACTIVITY ON THE PREMISES, LESSEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.**

ARTICLE VIII. INDEMNITY

8.01. **LESSEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. LESSEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM LESSEE'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY LESSEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

9.01. If, following 30 days prior written notice from the State specifying a default or breach, Lessee fails to pay any money due hereunder or is in breach of any term or condition of this Agreement, the State shall have the right, at its option and its sole discretion, to terminate this Agreement and all rights inuring to Lessee herein by sending written notice of such termination to Lessee in accordance with ARTICLE XI of this Agreement. Upon sending of such written notice, this Agreement shall automatically terminate and all rights granted herein to Lessee shall revert to the State. Such termination shall not prejudice the rights of the State to collect any money due or to seek recovery on any claim arising hereunder.

9.02. If Lessee fails to remove its personal property from the Leased Premises within the time specified in Section 9.01 above, or if Lessee fails to remove improvements placed or constructed on the Leased Premises by or behalf of Lessee pursuant to a notice by the State to do so pursuant to Section 9.01. above, then State may, at its sole option, remove and dispose of such property (with no obligation to sell or otherwise maintain such property in accordance with the Uniform Commercial Code), at Lessee's sole cost and expense, or the State may elect to own such property by filing a notice of such election pursuant to Section 51.302, et seq., TEXAS NATURAL RESOURCES CODE ANNOTATED. If the State elects to remove Lessee's property and dispose of it pursuant to this section, then in such an event Lessee shall be obligated to reimburse the State for the reasonable costs of such removal and disposal within ten (10) days of State's demand for reimbursement. **THE TERMS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

9.03. In addition to the above, Lessee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against the Premises or the Improvements constructed thereon, provided such taxes result from Lessee's use of this easement. Lessee shall pay such taxes, charges, and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Lessee shall have the right in good faith at its sole cost and expense to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owed.

9.04. LESSEE AGREES TO AND SHALL PROTECT AND HOLD THE STATE HARMLESS FROM LIABILITY FOR ANY AND ALL SUCH TAXES, CHARGES, AND ASSESSMENTS, TOGETHER WITH ANY PENALTIES AND INTEREST THEREON, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.

ARTICLE X. HOLDOVER

10.01. If Lessee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Lessee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, the amounts payable by Lessee under this Agreement shall be increased such that the Consideration payable under Section 4.01 of this Agreement and any other sums payable hereunder shall be two hundred percent (200%) of the amount payable to the State by Lessee for the applicable period immediately preceding the first day of the holdover period. Lessee acknowledges that in the event it holds over, the State's actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Lessee further acknowledges that acceptance of hold over Consideration does not imply State consent to hold over.

10.02. The tenancy from month-to-month described in Section 10.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

10.03. The Consideration due after notice of termination has been given is to be calculated according to Section 10.01 hereinabove on a pro rata basis. If upon notice of termination by the State, Lessee pays Consideration in excess of the amount due and payable and the State accepts such payment, the acceptance of such payment will not operate as a waiver by the State of the notice of termination unless such waiver is in writing and signed by the State. Any such

excess amounts paid by Lessee and accepted by the State shall be promptly refunded by the State after deducting therefrom any amounts owed to the State.

ARTICLE XI. NOTICE

11.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the State to the Director of the Permanent School Fund Income Division, addressed to 1700 North Congress Avenue, Austin, Texas 78701-1495, Fax (512) 463-5304, and if for Lessee, to Jefferson County, 1149 Pearl St., Beaumont, TX 77701-3638. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Lessee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

11.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XII. INFORMATIONAL REQUIREMENTS

12.01. A. Lessee shall provide written notice to the State of any change in Lessee's name, address, corporate structure, legal status or any other information relevant to this Agreement.

B. Lessee shall provide to the State any other information reasonably requested by the State in writing within fifteen (15) days following such request or such other time period approved by the State (such approval not to be unreasonable withheld).

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

13.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the State, its successors and assigns, Lessee, Lessee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the State to any assignment by Lessee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person Lessee, refers to the instances previously referred to in this sentence and also circumstances in which title to Lessee's interest under this Agreement passes, after the demise of Lessee, pursuant to Lessee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

13.03. Neither acceptance of Consideration (or any portion thereof) or any other sums payable by Lessee hereunder (or any portion thereof) to the State nor failure by the State to complain of any action, non-action or default of Lessee shall constitute a waiver as to any breach of any covenant or condition of Lessee contained herein nor a waiver of any of the State's rights hereunder. Waiver by the State of any right for any default of Lessee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the State hereunder or covenant, duty or obligation of Lessee hereunder shall be deemed waived by the State unless such waiver be in writing, signed by a duly authorized representative of the State.

13.04. No provision of this Agreement shall be construed in such a way as to constitute the State and Lessee joint ventures or co-partners or to make Lessee the agent of the State or make the State liable for the debts of Lessee.

13.05. In all instances where Lessee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

13.06. Under no circumstances whatsoever shall the State ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on the State during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the State shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

13.07. All monetary obligations of the State and Lessee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

13.08. The obligation of Lessee to pay all Consideration and other sums hereunder provided to be paid by Lessee and the obligation of Lessee to perform Lessee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Lessee waives and relinquishes all rights which Lessee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the State by Lessee. Lessee waives and relinquishes any right to assert, either as a claim or as a defense, that the State is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Agreement.

13.09. In the event any provision of this Lease is more restrictive than any administrative rule promulgated by the General Land Office and/or the School Land Board, this Lease shall control.

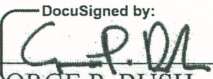
ARTICLE XIV. ENTIRE AGREEMENT

14.01. This Lease, including any exhibits to the same, constitutes the entire agreement between the State and Lessee; no prior written or prior oral contemporaneous oral promises or representations shall be binding. The submission of this Lease for examination by Lessee or the State and/or execution thereof by the Lessee or the State does not constitute a reservation of or option for the Leased Premises and this Lease shall become effective only upon execution of all parties hereto and deliver of a fully executed counterpart thereof by the State to the Lessee. This Lease shall not be amended, changed or extended except by written instrument signed by both parties thereto.

IN TESTIMONY WHEREOF, witness my hand and the Seal of Office.

LESSOR:

THE STATE OF TEXAS


By: 
GEORGE P. BUSH
Commissioner, General Land Office


Date: 4/10/2017

APPROVED:

Contents: DW

Legal: AK

Director: 

Executive: 

LESSEE:

Jefferson County

By: _____

(Signature)

KEE K. BRANICK

(Printed Name)

COUNTY JUDGE

(Title)

Date: _____

4/6/17**ACKNOWLEDGMENT**STATE OF TEXAS

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COUNTY OF JEFFERSON

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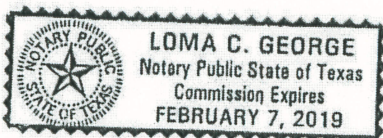
§

This instrument was acknowledged before me on the 6th day of APRIL, 2017, by
Jefferson County.

Notary Stamp

Loma C. George

(Notary Signature)

Notary Public, State of TEXASMy commission expires: February 7, 2019

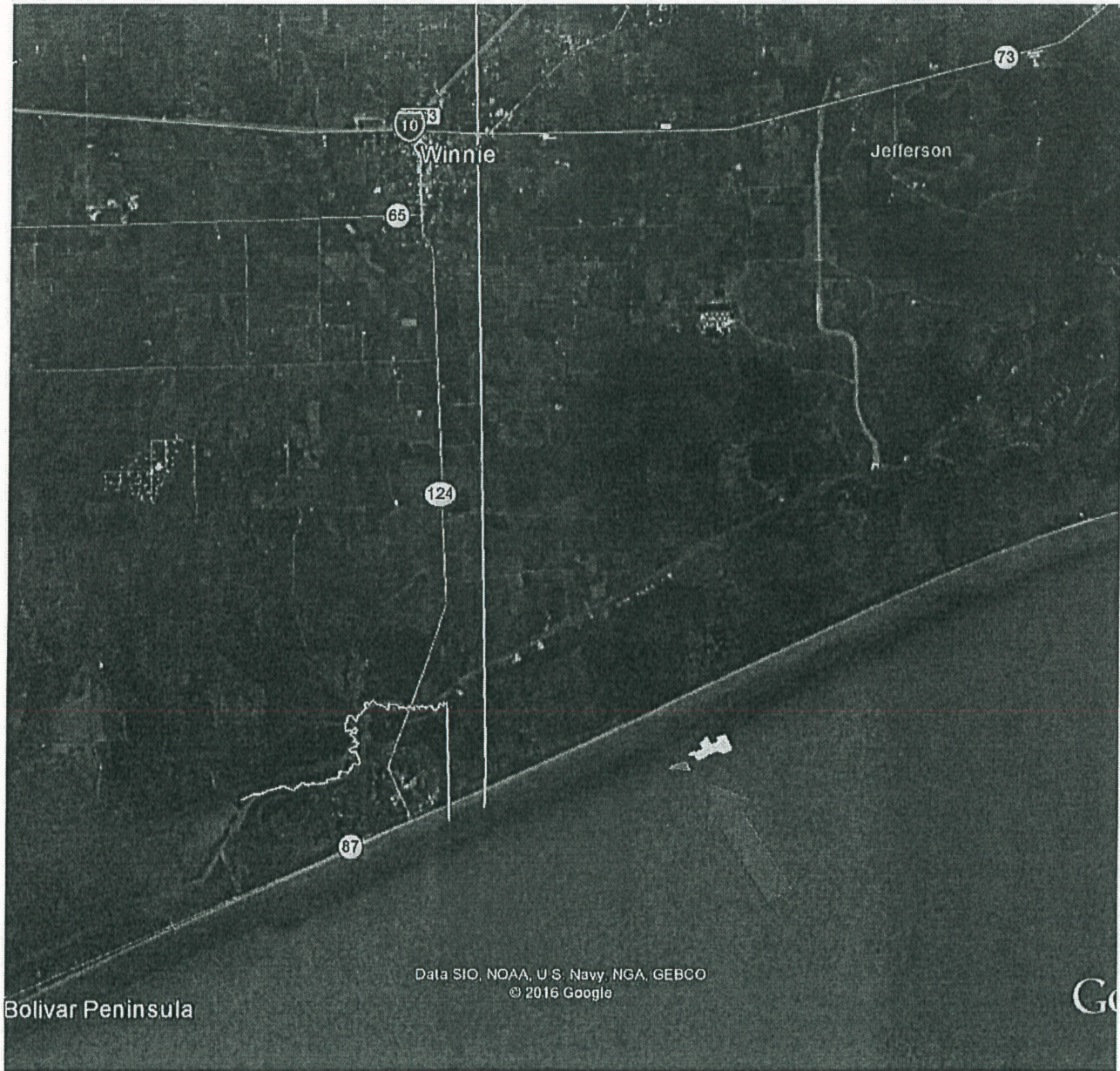


Exhibit A: Vicinity Map	
Title: SL20170030—Jefferson County	Date of Review: 03/16/2017 Date of Imagery: 10/03/2014
Creator: D. Ramirez	Scale: Not to Scale
Texas General Land Office, Coastal Field Operations, Upper Coast Field Office	

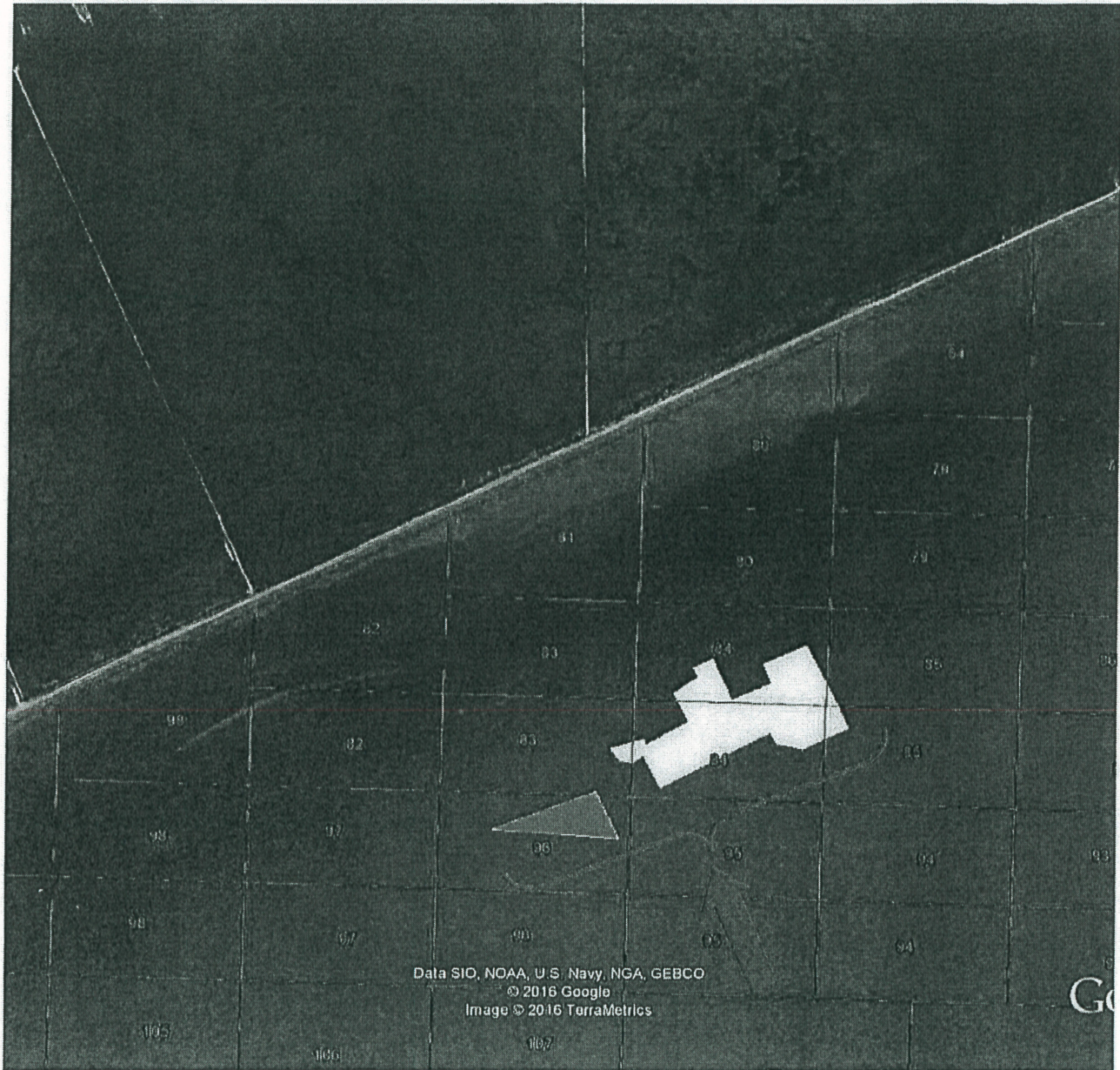
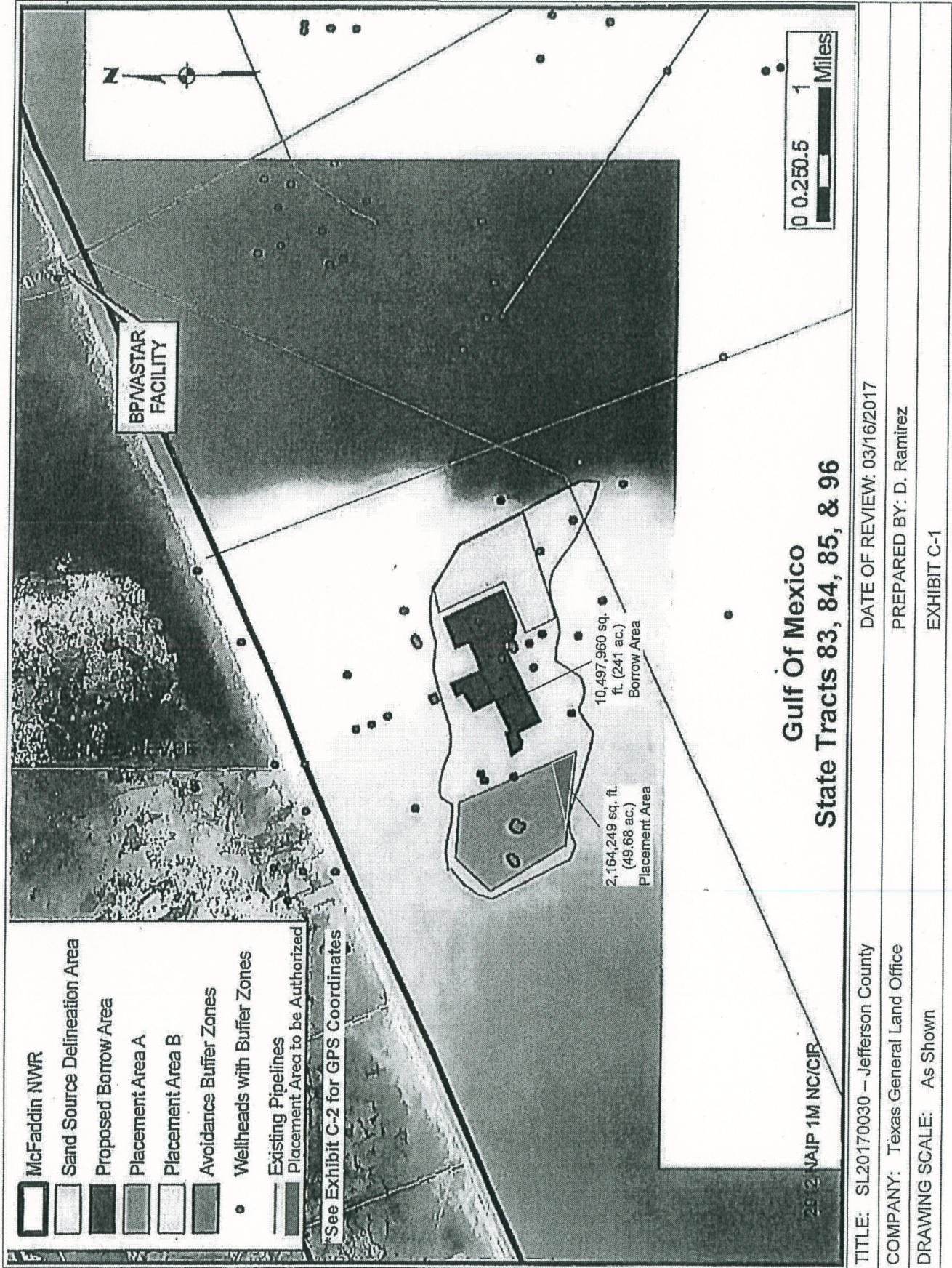
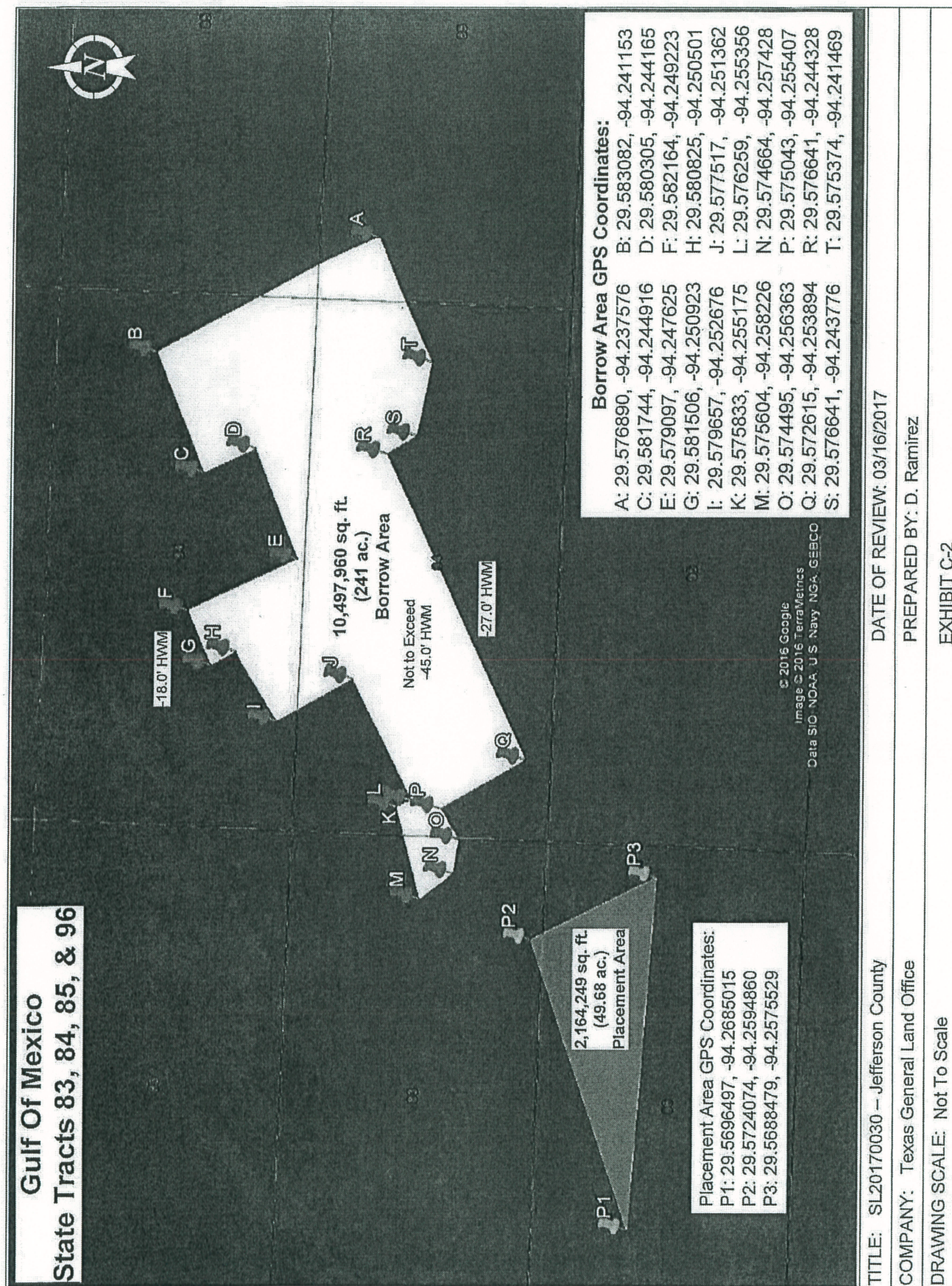


Exhibit B: Aerial Image

Title: SL20170030—Jefferson County	Date of Review: 03/16/2017 Date of Imagery: 10/03/2014
Creator: D. Ramirez	Scale: Not to Scale
Texas General Land Office, Coastal Field Operations, Upper Coast Field Office	





**AGENDA ITEM****April 17, 2017**

Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the City of Nederland for street work pursuant to Chapter 792 of the Texas Government Code.

STATE OF TEXAS

)(

INTERLOCAL AGREEMENT

)(

COUNTY OF JEFFERSON

)(

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

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

NOW, THEREFORE, know all present that the City of Nederland and Jefferson County hereby agree as follows:


1. Jefferson County shall furnish labor, equipment and material to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment. The City of Nederland will provide Jefferson County Precinct 2 with 3,800 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 13TH day of MARCH, 2017.



Jeff R. Branick

Jefferson County Judge



R.A. "Dick" Nugent

Mayor, City of Nederland



City of Nederland

R.A. "Dick" Nugent, Mayor
 Don Albanese, Mayor Pro Tem
 Talmadge Austin, Councilmember
 Billy Neal, Councilmember
 Craig J. Belaire, Councilmember
 Christopher Duque, City Manager

P.O. Box 967 · Nederland, Texas 77627 · (409) 723-1503 · FAX (409) 723-1550

January 31, 2017

Brent Weaver
 Jefferson County Commission, Pct. 2
 Road & Bridge Precinct 2
 7759 Viterbo Road
 Beaumont, Texas 77705

Re: 2017 STREET PROJECTS

Dear Commissioner Weaver:

The City of Nederland appreciates the opportunity to solicit assistance from Precinct 2 with the City's 2017 Street Program. The City requests the County's with the following streets:

<u>BOMAG AND CHIP SEAL</u>	<u>WIDTH</u>	<u>LENGTH</u>
Holmes Road - Beauxart Garden to dead end	20	2,850
1000blk 13 th - dead end to dead end	20	350
Omaha - dead end to dead end	20	600
Memphis - Verna to dead end	20	650
Nashville - 34 th to dead end	20	350
Atlanta - 7 th to 9 th	20	950
6 th - Nederland Ave to dead end	20	1,250
5 th - Nederland Ave to Boston	20	700
2 ½ - Gage to dead end	20	350
Ave B - South 2 nd to South 2 ½	20	300
South 2 ½ - Ave B to Ave D	20	525
South 2 ½ - Ave E to Ave H	20	1,150
South 7 th - Ave E to Ave H	20	1,100
Queens - dead end to dead end	20	600
19 th - Queens to Seattle	20	550
21 st - Queens to Seattle	20	550
Gary - 16 th to 17 th	20	250
Avenue F - South 35 th to Hwy 69	20	1,250
Avenue C - South 20 th to South 21 st	20	350
South 17 th - Nederland Ave to Ave E	20	1,450
	Total Lf	16,125

City resources are prepared to assist with the Precinct's efforts. If you have any questions or concerns, please contact me at my Office at (409) 723-1503 or via email at cduque@ci.nederland.tx.us. Thank you.

Sincerely,

Christopher Duque,
 City Manager

"Programmed for Progress"

**AGENDA ITEM****April 17, 2017**

Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the Nederland Independent School District for parking areas pursuant to Chapter 792 of the Texas Government Code.

STATE OF TEXAS

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)

INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

)

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

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways and parking areas, and;

WHEREAS, the Nederland Independent School District, has, from time to time, the need to maintain and repair streets and roadways and parking areas which it owns, and;

WHEREAS, the Nederland Independent School District, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by the these presents:

Nederland Independent School District and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain parking areas and approaches to same, listed on Exhibit A incorporated herein, when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The Nederland Independent School District shall provide all materials needed for project.
3. The Nederland Independent School District will provide striping equipment and assistance to Jefferson County Precinct 2 to stripe designated Jefferson County parking areas.
4. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
5. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
6. This agreement shall be construed according to the laws of the State of Texas.
7. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
8. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution

Executed on the 17th day of APRIL, 2017.



Jeff R. Branick
Jefferson County Judge



Dr. Robin Lee 2/20/18
Superintendent
Nederland ISD

**AGENDA ITEM****April 17, 2017**

Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the City of Groves for street work pursuant to Chapter 792 of the Texas Government Code.

STATE OF TEXAS

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INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

§

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

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Groves, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the City of Groves, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Groves and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Groves shall furnish Precinct Two, with materials needed in exchange for the labor and equipment. The City of Groves will provide Jefferson County Precinct 2 with approximately 300 tons of coverstone aggregate rock.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The parties further agree, pursuant to Section 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 3rd day of April, 2017



Jeff R. Branick
Jefferson County Judge



Brad P. Bailey, Mayor
City of Groves

**AGENDA ITEM****April 17, 2017**

Consider and possibly approve, authorize the County Judge to execute and receive and file an Inter-local Agreement between Jefferson County and the City of Port Neches for street work pursuant to Chapter 792 of the Texas Government Code.



STATE OF TEXAS

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INTERLOCAL AGREEMENT

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COUNTY OF JEFFERSON

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

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Neches, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

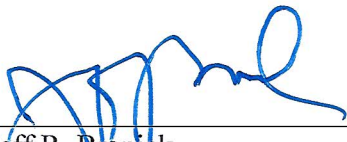
WHEREAS, the city of Port Neches, does not have the labor or equipment suited for such construction and/or maintenance, and;


Now, therefore, know all men by the these presents:

City of Port Neches and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Port Neches shall furnish Precinct Two, with all materials needed in exchange for the labor and equipment. The City of Port Neches will provide Jefferson County Precinct 2 with 3,800 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 17th day of APRIL, 2017.



Jeff R. Branick
Jefferson County Judge

Glenn Johnson
Mayor, City of Port Neches



1005 Merriman Street Port Neches, Texas 77651
P.O. Box 758 Port Neches, Texas 77651
office 409.727.2182 fax 409.719.4302
www.ci.port-neches.tx.us

February 3, 2017

Brent Weaver
Jefferson County Commissioner
Road & Bridge Precinct 2
7759 Viterbo Road
Beaumont, TX 77705

Dear Commissioner Weaver:

On behalf of the City of Port Neches, please accept this correspondence as a request for assistance from Jefferson County for the City's 2017 street repair program. Specifically, this request would involve the use of Jefferson County equipment and personnel as in past years. The City will supply all materials for the project. For your reference, I have attached a list of the proposed 2017 street work.

The City and our residents very much appreciate the assistance provided by Jefferson County. Thank you for your consideration of this request.

Should you have any questions or need additional information please contact me at 719-4200.

Sincerely,



Andre' Wimer
City Manager

CC: Taylor Shelton, Public Works Director

DRAINAGE EASEMENT

THE STATE OF TEXAS

COUNTY OF JEFFERSON


TURNER INDUSTRIES GROUP, LLC, of Jefferson County, Texas, (Grantor) have this day and by these presents Granted, Given, and Conveyed unto Jefferson County, Texas, (Grantee), a drainage easement described as follows, to wit:

BEING a 0.2764 acre tract of land in the WILLIAM CARROLL SURVEY, ABSTRACT NO. 13, in Jefferson County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Grantor shall WARRANT AND FOREVER DEFEND the drainage easement to said property unto Grantee, its successors and assigns.

SIGNED this 6th day of April, 2017.

GRANTOR:


Signature

MARK BRITAIN
Printed Name

Vice President
Title

THE STATE OF TEXAS

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 6th day of April,
2017 by MARK BRITTAIN.

Colleen M. Stone

Notary Public, State of Texas

Colleen M. Stone

Notary's Printed Name

My Commission Expires: 10-16-17

EXHIBIT "A"

Description for a 30' Drainage Easement
Out of Turner Industries Group, L.L.C.
Located on Industrial Drive, Nederland, Texas

BEING a 0.2764 acre tract of land out of and a part of that certain 26.105 acre tract of land situated in the J.S. Johnson Survey, Abstract 34 and the William Carroll Survey, Abstract 13, Jefferson County, Texas, known as the Golden Triangle Industrial Park (an unrecorded subdivision), also being out of and part of that certain 3.7358 acre tract of land (Tract I) and part of that certain 0.5702 acre tract of land (Tract II) which was conveyed to Crest, Inc. by deed recorded in Volume 1856 page 393 of the Deed Records of Jefferson County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at the most Southerly corner of said 3.7358 acre tract of land (Tract I), said point being in the Southwesterly line of same, and in the Northeasterly line of a G.S.U. Company 100 foot right-of-way, also being the most Westerly corner of Lot 5, Block 11, Holiday Heights Addition, Unit 2 as recorded in Volume 10 page 90 of the map records of Jefferson County,

THENCE North 48 deg. 52 min. 00 sec. West for a distance of 30.00 feet to a point for corner,

THENCE North 42 deg. 00 min. 00 sec. East for a distance of 401.59 feet to a point for corner in the West Right-of-Way line of Central Blvd.,

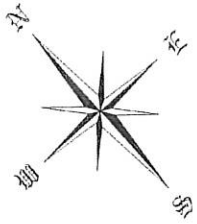
THENCE South 47 deg. 58 min. 30 sec. East along the West Right-of-Way line of Central Blvd. a distance of 30.00 feet to a point for corner, said point being the most Easterly corner of that certain 0.5702 acre tract of land (Tract II) which was conveyed to Crest, Inc. by deed recorded in Volume 1856 page 393 of the Deed Records of Jefferson County, Texas, and the most Northerly corner of Lot 1, Block 11, Holiday Heights Addition, Unit 2 as recorded in Volume 10 page 90 of the map records of Jefferson County,

THENCE South 42 deg. 00 mi. 00 sec. West along the Westerly line of Block 11, Holiday Heights Addition, Unit 2, and the Easterly line of that certain 3.7358 acre tract of land (Tract I) and that certain 0.5702 acre tract of land (Tract II) which was conveyed to Crest, Inc. as previously described, a distance of 401.12 feet to the POINT OF BEGINNING, enclosing 0.2764 acres more or less of land.

EXHIBIT "B"

CENTRAL BLVD. (90' R.O.W.)

S 47° 58' 30" E (PER DEED)
~ 30.00'



SCALE: 1" = 50'

WM. CARROLL

EASEMENT

N 42° 00' 00" E ~ 401.59'

PROPOSED 30' DRAINAGE

0.2764 ACRES
OUT OF
CREST, INC.
3.7358 ACRES
TRACT 1
VOL. 1856,
PG. 393,
J.C.D.R.

S 42° 00' 00" W ~ 401.12' (PER PLAT)

HOLIDAY HEIGHTS ADD.
UNIT NO. 2
VOL. 10, PG. 90 J.C.M.R.

LOT 1

LOT 2

LOT 3

BLOCK 11

LOT 4

LOT 5

JERRY DR. (60' R.O.W.)

SURVEY ABSTRACT 13

P.O.B. WESTERLY COR
LOT 5 BLK. 11
HOLIDAY HTS. ADD., UNIT 2
VOL. 10 PG. 90, J.C.M.R.

N 48° 52' 00" W
(PER DEED)

SOUTHERLY COR.
CREST, INC. 3.7358 AC.
(TRACT 1)
VOL. 1856 PG. 393, J.C.D.R.

G. S. U. 100' R.O.W.

Special, April 17, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 17, 2017