

**REGULAR, 10/9/2017 1:30:00 PM**

BE IT REMEMBERED that on October 09, 2017, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*October 09, 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  
October 09, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **09th** day of **October 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

WORKSHOP: 11:00 a.m.- To receive information from Beaumont Dream Center and Harbor House Foundation regarding their proposal to lease the Al Price Juvenile Detention property.

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

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

## **PURCHASING:**

1. Consider and approve, execute, receive and file Amendment No. 4 for (RFP 15-015/JW), Emergency Disaster Assistance Recovery for Jefferson County with DRC Emergency Services. Amendment No. 4 will provide pricing for removal of White Goods and Household Hazardous Waste (HHW).

**SEE ATTACHMENTS ON PAGES 7 - 11**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ADDENDUMS**

2. Consider and approve specifications for Request for Proposal(RFP 17-032/YS), Emergency Debris Removal Services(In Response To Hurricane Harvey)for Jefferson County.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

3. Consider and approve FY 2017 budget transfer - Criminal District Court - additional cost for indigent defense.

120-2032-412-5072	PAUPER ATTORNEY FEES	\$14,000.00	
120-2032-412-2003	EMPLOYEES' INSURANCE		\$8,500.00
120-2032-412-1095	EDUCATION PAY		\$5,500.00

**SEE ATTACHMENTS ON PAGES 12 - 12**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

4. Consider and approve Inter-local Agreement between Jefferson County, Texas and the Port Arthur Independent School District regarding the provisions of A.S.A.P. Deputy Constables. The contract period is 10/01/2017 to 09/30/2018.

**SEE ATTACHMENTS ON PAGES 13 - 17**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve amendment to funding agreement for Project 54100 Hydrologic Restoration of the Salt Bayou Watershed with National Fish and Wildlife Foundation (NFWF) and Jefferson County, Texas. Amendment allows recipients to make moderate variances at the “line item” level of project budgets without the need for a formal amendment to the applicable funding agreement, and make a small number of related conforming changes.

**SEE ATTACHMENTS ON PAGES 18 - 20**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and ratify, receive and file Grant terms and Agreement between Texas Department of Public Safety/Texas Division of Emergency Management (TDEM) and Jefferson County, Texas for FEMA-4332-DR-TX (Hurricane Harvey).

**SEE ATTACHMENTS ON PAGES 21 - 40**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

7. Regular County Bills – check #438529 through checks #438892

**SEE ATTACHMENTS ON PAGES 41 - 52**

**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:**

8. Consider, possibly approve and authorize the County Judge to execute a Consent for Demolition Form for Unsafe Structure for the City of Beaumont with respect to property located at 1410 Emile St., Beaumont, TX.

**SEE ATTACHMENTS ON PAGES 53 - 55**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

9. Consider, possibly approve and authorize the County Judge to execute a Consent for Demolition Form for Unsafe Structure for the City of Beaumont with respect to property located at 2460-62 Park-Duplex, Beaumont, TX.

**SEE ATTACHMENTS ON PAGES 56 - 58**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

10. Consider and possibly approve a Proclamation for Texas Extension Education Association Week.

**SEE ATTACHMENTS ON PAGES 59 - 59**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

11. Consider and possibly approve the addition of deputies Stanley Shipper and Mark Ellis to the previously approved out -of -state travel for Sheriff Zena Stephens. Sheriff Stephens was invited to speak and attend the 47th Annual Legislative Conference on behalf of the Congressional Black Caucus Foundation Inc. The conference was held on September 20-24, 2017 at the Walter E. Washington Convention Center in Washington D.C. This trip was no cost to the County funded from the Narcotics Forfeiture account.

**SEE ATTACHMENTS ON PAGES 60 - 61**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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



P.O Box 17017, Galveston, TX 77552  
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852  
www.drcusa.com

September 26, 2017

Deborah L. Clark  
Purchasing Agent  
Jefferson County  
409-835-8599 Office  
409-728-1188 Cell  
409-835-8456 Fax  
syphrett@co.jefferson.tx.us

**RE: Jefferson County  
Emergency Disaster Assistance Recovery  
Additional Line Items**

Ms. Clark:

Pursuant to the request issued to DRC Emergency Services, LLC by Jefferson County, Texas, we provide the below pricing for the removal of white goods and removal of Household Hazardous Waste. We have based our pricing quote on the known comparative prices for the same line item for the surrounding jurisdictions in your market.

**1. White Goods**

**Scope of Services:** The contractor will dispose of all white goods encountered in accordance with applicable Federal, State and Local laws and pursuant to the County landfill/waste disposal contract. Any white goods containing Freon shall have the Freon removed by the contractor before the item is disposed. (tipping fees to be paid as a pass through)

**Removal and Disposal of White Goods**

**With Freon**

0-15 miles to designated disposal facility	<b>\$70.00 each</b>
15.1 miles or more to designated disposal facility	<b>\$70.00 each</b>

**Without Freon**

0-15 miles to designated disposal facility	<b>\$30.00 each</b>
15.1 miles or more to designated disposal facility	<b>\$35.00 each</b>

2. Household Hazardous Waste (HHW)

**Scope of Services:** The contractor will remove, transport, and dispose of HHW including obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

**Removal of Household Hazardous Waste**

0-15 miles to designated disposal facility **\$12.95 per pound**

15.1 miles or more to designated disposal facility **\$13.95 per pound**

If you should have any questions or need additional information, please contact me at 504-220-7682.

Sincerely,



Kristy Fuentes



**JEFFERSON COUNTY, TEXAS**

**Jeff Branick, County Judge**

**ATTEST:**



**Carolyn L. Guidry, County Clerk**



**SCHEDULE A – UNIT PRICE SCHEDULE  
DEBRIS REMOVAL SERVICES  
EMERGENCY RESPONSE PRODUCTS, EQUIPMENT, AND SERVICES  
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

**\*APPLICABLE TO DEBRIS REMOVAL SERVICES ONLY\***

Please note that if pricing varies dependent upon the scope of work, a separate Schedule A shall be submitted for each scope of work and shall be clearly marked as to which scope of work is applicable to the proposed price structure.

Mobilization	\$0.00
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**ROW Vegetative Debris Removal**

**0-5 miles to TDSRS**

Gather/Collect, haul to TDSRS, process, chip/mulch, and dispose	\$10.75/cy
Gather/Collect, haul to TDSRS, process, open burn, and dispose	\$9.45/cy
Gather/Collect, haul to TDSRS, process, air curtain incineration, and dispose	\$10.05/cy

**5.1 – 15 miles to TDSRS**

Gather/Collect, haul to TDSRS, process, chip/mulch, and dispose	\$10.75/cy
Gather/Collect, haul to TDSRS, process, open burn, and dispose	\$9.45/cy
Gather/Collect, haul to TDSRS, process, air curtain incineration, and dispose	\$10.05/cy

**15.1 miles or more to TDSRS**

Gather/Collect, haul to TDSRS, process, chip/mulch, and dispose	\$11.87/cy
Gather/Collect, haul to TDSRS, process, open burn, and dispose	\$10.57/cy
Gather/Collect, haul to TDSRS, process, air curtain incineration, and dispose	\$11.17/cy

**ROW C&D Debris Removal**

0-15 miles to landfill

Gather/Collect, process, and haul to landfill

\$9.85 \*\*/cy

15.1 miles or more to landfill

Gather/Collect, process, and haul to landfill

\$10.98 \*\*/cy

\*\*Above pricing assumes the C&D Debris will be hauled to a DMS site for processing and reduction and will then be hauled out to a final approved disposal site. Disposal fees are not included and will be treated as a direct pass-through. Should the Cities Opt to haul C&D debris direct to the Landfill the rates would be \$8.73 (0-15 miles) and \$9.73 (15.1 miles or more) not including disposal fees.

**Demolition, Removal, and Transport of Structures**

0-15 miles to designated disposal facility

\$14.82/cy Non-RACM

15.1 miles or more to designated disposal facility

\$15.82/cy Non-RACM**Removal of Hazardous Leaning Trees and Hanging Limbs**

6 inches to 12 inches diameter

\$30.00/each

13 inches to 24 inches diameter

\$75.00/each

25 inches to 36 inches diameter

\$155.00/each

37 inches to 48 inches diameter

\$275.00/each

49 inches and larger diameter

\$350.00/each**Removal of Hanging Limbs**\$74.00/tree**Removal of Hazardous Stumps**

24 inches to 36 inches diameter

\$185.00/each

37 inches to 48 inches diameter

\$315.00/each

45 inches and larger diameter

\$415.00/each

**Removal of Household Hazardous Waste**

0-15 miles to designated disposal facility	<u>\$12.95</u> /pound
15.1 miles or more to designated disposal facility	<u>\$13.95</u> /pound

**Removal of Abandoned Vehicles**

0-15 miles to designated staging area	<u>\$295.00</u> /each
15.1 miles or more to designated staging area	<u>\$330.00</u> /each

**Removal and Disposal of Animal Carcasses**

0-15 miles to designated staging area	<u>\$4.95</u> /pound
15.1 miles or more to designated staging area	<u>\$5.95</u> /pound

**Removal and Disposal of White Goods****With Freon**

0-15 miles to designated disposal facility	<u>\$70.00</u> /each
15.1 miles or more to designated disposal facility	<u>\$70.00</u> /each

**Without Freon**

0-15 miles to designated disposal facility	<u>\$30.00</u> /each
15.1 miles or more to designated disposal facility	<u>\$35.00</u> /each

Do the above costs include landfill tipping fees?        yes XX no

If no, how will tipping fees be determined and paid? Specify if tipping fees will be a pass-through cost at actual cost or if a "mark up" charge will be applied and, if so, specify the "mark up" charge.

Tipping fees will negotiated for the best rate possible. Tipping fees will be billed to the Cities at direct  
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 cost with no markup.

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** OCTOBER 4, 2017

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The following FY 2017 budget transfer for the Criminal District Court Services is necessary for additional cost for indigent defense.

120-2032-412-5072	Pauper Attorney Fees	\$14,000
120-2032-412-2003	Employee Insurance	\$8,500
120-2032-412-1095	Education Pay	\$5,500



INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CONSTABLE BATES AND  
PORT ARTHUR INDEPENDENT SCHOOL DISTRICT  
(PRECINCT 2 ASAP)

1. PARTIES

1.1 The Parties to this Agreement are Constable of Precinct 2, Christopher Bates ("Constable"), a duly authorized law enforcement officer existing under the laws of the State of Texas, and the PORT ARTHUR INDEPENDENT SCHOOL DISTRICT ("District"), a Texas School district located in Jefferson County.

2. PURPOSE

2.1 The TEX. GOV'T CODE ANN. §791 et seq. (Vernon 1994 & Vernon Supp. 1998) authorizes contracts between state agencies and school districts for the performance of governmental functions and services. The District wants to have the Constable Precinct 2 of Jefferson County, Texas (hereinafter called "Constable"), authorize and direct nine (9) Deputies (hereinafter called "A.S.A.P. deputies), to devote one hundred percent (100%) of their, "working time" per week, to the Absent Student Assistance Project (A.S.A.P.) for the District.

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

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement begins on October 1, 2017 and ends on September 30, 2018, unless terminated sooner in accordance with section 7 of this Agreement.

4. CONSTABLE'S RIGHTS AND OBLIGATIONS

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

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

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

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

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

## 5. DISTRICT'S PAYMENT OBLIGATIONS

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

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

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

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

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

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

## 6. CONSTABLE'S PREROGATIVE TO APPOINT DEPUTIES

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

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

6.3 If an ASAP officer is no longer agreeable to District because of performance or other employment related concerns on the part of District officials, then the Superintendent of District shall notify the Constable and give

the Constable in writing the specific reason(s) for the concerns. The Constable will timely counsel with and attempt to have those issues properly addressed within seven days.

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

## 7. TERMINATION AND DEFAULT

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

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

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

## 8. NOTICE

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

Jefferson County Constable Precinct 2  
525 Lakeshore Drive  
Port Arthur, Texas 77640

Attention: Constable Christopher Bates

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

Jefferson County Commissioners' Court  
1149 Pearl Street  
Beaumont, Texas 77701

Attention: Commissioners' Court Clerk

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

Port Arthur I.S.D.  
4801 9<sup>th</sup> Avenue  
Port Arthur, Texas 77642

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

## 9. MISCELLANEOUS

9.1 The terms and provisions of this agreement constitute the entire agreement between the Constable of Precinct 2 and the District, and no modification of this agreement shall be effective unless in writing and executed by the authorized representative of both parties.

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

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

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

9.5 Nothing in this agreement waives or relinquishes any governmental immunities or any other immunities or defenses as a result of the execution, performance, functions or obligations of this Agreement as described herein.

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

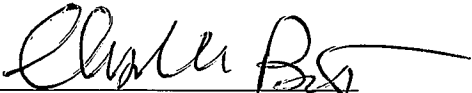
9.7 This Agreement is executed in three (3) copies, each of which shall have full force and effect of the original Agreement, and each of which shall constitute but one in the same instrument.

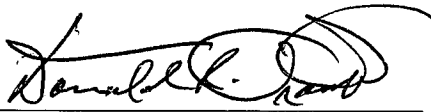
9.8 The Constable will provide District with a monthly report of all A.S.A.P. deputies' activities. The A.S.A.P. deputies will attend all scheduled meetings between District officials and Precinct 2. A.S.A.P. deputies will provide home visits to all students appearing on the absentee list. This Officer will make every effort to reach the desired attendance projections for all middle schools within the area of Port Arthur ISD boundaries.

SIGNED in triplicate originals this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

JEFFERSON COUNTY, TEXAS  
CONSTABLE, PCT. 2


PORT ARTHUR INDEPENDENT  
SCHOOL DISTRICT

By   
Constable Christopher Bates, Precinct 2

By   
Rev. Donald Frank, Board President

APPROVED AS TO FORM:

APPROVED:

  
Melody Chappell  
Attorney for Port Arthur  
Independent School District

  
Dr. Mark Porterie  
Superintendent of Schools

APPROVED:

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



# NFWF

NATIONAL FISH and WILDLIFE FOUNDATION

1133 Fifteenth Street, N.W. Suite 1100

Washington, D.C. 20005

P 202-857-0166 | F 202-857-0162 | nfwf.org

September 21, 2017

Patrick Swain  
Jefferson County Auditor  
Jefferson County, Texas  
1159 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX, 77701

RE: Proposal to Amend GEBF Funding Agreement for Project 54100 Hydrologic Restoration of the Salt Bayou Watershed (TX)

Dear Patrick,

As you are aware, the National Fish and Wildlife Foundation ("NFWF") and Jefferson County, Texas ("Recipient") executed a Funding Agreement, dated May 24, 2017 ("Funding Agreement"), for the above-captioned Project under NFWF's Gulf Environmental Benefit Fund ("GEBF").

Periodically, NFWF reviews the documents governing GEBF-funded projects to ensure that the operative provisions remain reasonable and effective to facilitate project performance and administration. We also periodically receive feedback from GEBF recipients with suggestions to improve certain provisions.

Based on our ongoing evaluation of the standard GEBF funding agreement and input from GEBF recipients, NFWF has decided to modify certain provisions in order to (1) allow recipients to make moderate variances at the "line item" level of project budgets without the need for a formal amendment to the applicable funding agreement and (2) make a small number of related conforming changes.

Accordingly, NFWF proposes that the Funding Agreement be amended as follows:

A. As you know, the Funding Agreement incorporates a "Total Budget" for the entire Project from commencement through completion. The Total Budget then identifies the individual "Tasks" comprising the Work, and sets forth a "Task Budget" for each such Task. Task Budgets are further itemized into "Cost Categories" reflecting the types of costs included in each Task Budget, and each Cost Category within a Task Budget is subject to a Cost Category Budget. Finally, Cost Categories are itemized into distinct "Line Items", each of which is subject to a "Line Item Budget".

Various sections of the Funding Agreement suggest that none of these budget components may be amended without the prior written consent of NFWF. For clarification, and to provide you with a certain level of discretion to make variances in Line Items and Line Item Budgets, NFWF proposes that Section 5 of the Funding Agreement ("Project Budget") be deleted and replaced in its entirety as follows:

**5. Project Budget.** The estimated budget for the entire Project from commencement through completion (the "Total Budget") is attached hereto as Exhibit B. The Total Budget further identifies the individual tasks ("Tasks") comprising the Work, and sets forth a total sub-budget for each such Task ("Task Budget"). Task Budgets are further itemized into cost categories ("Cost Categories") reflecting the types of costs included in each Task Budget, and each Cost Category is subject to a total sub-budget ("Cost Category Budget") as shown. Cost

categories are further itemized into distinct line items ("Line Items"), each of which is subject to a total sub-budget ("Line Item Budget") as shown.

- a. The Parties expect that the Recipient will conduct all the Work and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount. If at any time during the term of this Agreement Recipient believes, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the Maximum Amount, Recipient shall so notify NFWF immediately in writing.
- b. Recipient shall conduct all the Work in conformance with the descriptions thereof set forth in the Tasks and Cost Categories. No Task or Cost Category may be modified or amended without the prior written consent of NFWF.
- c. Recipient may request payment of Funds hereunder only in strict conformance with the Total Budget, Task Budget(s), and Cost Category Budget(s). Neither the Total Budget, nor any Task Budget, nor any Cost Category Budget may be modified or amended without the prior written consent of NFWF. Recipient shall not request payment of Funds hereunder in a manner that would result in an exceedance of the Total Budget, or any Task Budget, or any Cost Category Budget, in each case without obtaining the prior written consent of NFWF.
- d. The Recipient shall conduct all the Work substantially in conformance with the descriptions thereof set forth in the Line Items and substantially in conformance with the respective Line Item Budget(s). The Recipient may add, delete, or modify individual Line Items and Line Item Budgets within a Cost Category within a Task, without obtaining the prior written consent of NFWF, if and to the extent that the applicable addition, deletion, or modification:
  - i. is determined by the Recipient to be necessary and appropriate for Recipient's implementation of the Work; and
  - ii. does not materially change the character of the Work to be conducted under the applicable Task; and
  - iii. will not result in an exceedance of the applicable Cost Category Budget; and
  - iv. does not result in a change to an existing Line Item Budget from its originally-budgeted amount, or the addition of a new Line Item Budget, in excess of ten thousand dollars (\$10,000).

Recipient must obtain NFWF's prior written consent for any proposed addition, deletion, or modification of any individual Line Item or Line Item Budget that does not comply with items (i) through (iv) immediately above. NFWF expressly reserves the right to disallow any addition, deletion, or modification of a Line Item or Line Item Budget by Recipient pursuant to this Section 5(d) (whether such disallowance occurs in the ordinary course during the term of this Agreement, in the course of an audit conducted by NFWF during or after the term of this Agreement, or otherwise) if NFWF determines that the applicable addition, deletion, or modification does not or did not comply with items (i) through (iv) immediately above.

B. In Section 16 of the Funding Agreement ("Amendments"), NFWF proposes the deletion of the last sentence, which states "Neither the Project Description, nor the Total Budget, nor any Task Budget may be amended without the prior written consent of NFWF," as this is now covered in the revised Section 5.

C. In Section 17 of the Funding Agreement ("Term, Default and Termination"), NFWF proposes the deletion of the first sentence of the second paragraph and its replacement with the text immediately below, as the existing references to compliance with the Total Budget and Task Budgets are now superseded by the revised Section 5.

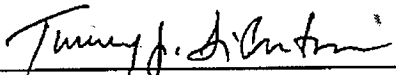
Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient.

NFWF believes the proposals outlined above better align the administration of GEBF projects with the realities of moderate changes to line items, including their unit cost and quantity, which routinely occur throughout a typical project. NFWF also hopes the proposals will provide you with additional flexibility in implementing your GEBF project(s) and help streamline your work with the NFWF project administration team

To memorialize your concurrence with the proposed amendments, we ask that you please sign, date, and return to Karen Dawson the enclosed copy of this letter. Please note that, except as expressly provided above, all other conditions of the original Funding Agreement shall remain the same.

We appreciate your cooperation in our efforts to continually refine the operation of the Gulf Environmental Benefit Fund, and look forward to the continued success of your project.

Sincerely,

  
 Timothy DiCintio  
 Senior Vice President, Impact-Directed Environmental Accounts  
 National Fish and Wildlife Foundation

9/22/2017  
 Date

cc: Thomas Kelsch, Senior Vice President, Gulf Environmental Benefit Fund, NFWF  
 Tanner Johnson, Director, Gulf Environmental Benefit Fund, NFWF  
 Jay Wright, Assistant Director, Impact-Directed Environmental Accounts, NFWF

Agreed and Acknowledged:

\_\_\_\_\_

\_\_\_\_\_  
 Date

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

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

Organization: \_\_\_\_\_



## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Department of Public Safety (DPS) / Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the grant recipient, Jefferson County, hereinafter referred to as the "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "SubGrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from DPS/TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM or DHS/FEMA to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after DPS/TDEM requests such refund

D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

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- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to DPS/TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at [grants.dps.texas.gov](http://grants.dps.texas.gov) under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for purchases over \$3000.

**Must** negotiate **profit as a separate element** where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient

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from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

### K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or DPS/TDEM determines that changes are necessary to this Grant

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
  4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
    - a. The reason(s) for such termination;
    - b. The effective date of such termination; and
    - c. In the case of partial termination, the portion of this Grant to be terminated.
    - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.
- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Increased monitoring of projects and require additional financial and performance reports
  2. Require all payments as reimbursements rather than advance payments
  3. Temporarily withhold payments pending correction of the deficiency
  4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
  5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
  6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS/FEMA;
  7. Withhold further awards for the grant program
  8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:



## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), DPS/TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant. The closeout of this Grant does not affect:

1. DHS/FEMA or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

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### EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

### EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

### Exhibit C

#### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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.
- B. 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 or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**GRANT TERMS AND CONDITIONS**  
**FEMA-4332-DR-TX**

- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

### EXHIBIT D

#### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

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14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**GRANT TERMS AND CONDITIONS  
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**EXHIBIT E**

**Environmental Review**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.



## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

### EXHIBIT F

#### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$123,100) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

certificate of completion. **Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.**

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Completed record and cost documents for all approved work must be retained for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
12. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
13. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
14. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
15. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving State Management Costs (SMC). Currently, TDEM reserves all SMC to manage the states roles in the disaster. Subrecipients are entitled to claim Direct Administrative Costs for each of the projects it manages.

## GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

### EXHIBIT G

#### Additional Grant Certifications

##### Match Certification

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

##### Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

##### Match Certification

##### Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

#### For Hazard Mitigation Projects Only:

##### Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

##### Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

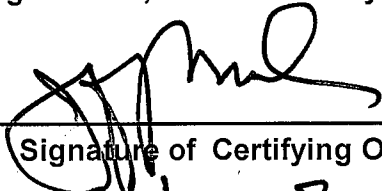
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

**GRANT TERMS AND CONDITIONS  
FEMA-4332-DR-TX**

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

- B Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”
- B Assurances – Construction Programs, hereinafter referred to as “Exhibit B”
- B Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”
- B State of Texas Assurances, hereinafter referred to as “Exhibit D”
- B Environmental Review Certification, hereinafter referred to as “Exhibit E”
- B Additional Grant Conditions, hereinafter referred to as “Exhibit F”
- B Additional Grant Certifications, hereinafter referred to as “Exhibit G”
- B Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

 <hr/> Signature of Certifying Official <hr/> <b>JEFF BRANICK</b> <hr/> Printed Name and Title	<div style="text-align: center;"> <u>9.27.17</u>          Date       </div>
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PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	296.45	438679
DAWN DONUTS	45.50	438861
		341.95**
ROAD & BRIDGE PCT.#1		
M&D SUPPLY	36.87	438625
MUNRO'S	28.65	438631
SMART'S TRUCK & TRAILER, INC.	194.59	438664
ROLLINS TRUCK & TRAILER REPAIR	795.75	438688
BEAUMONT FREIGHTLINER STERLING	66.88	438751
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
ADVANCE AUTO PARTS	132.18	438820
REPUBLIC SERVICES	45.00	438859
HERC RENTALS INC	7,854.15	438869
		9,224.07**
ROAD & BRIDGE PCT.#2		
APPLIED INDUSTRIAL TECH	140.58	438570
ENTERGY	147.14	438604
M&D SUPPLY	268.16	438625
MUNRO'S	166.00	438631
PHILPOTT MOTORS, INC.	94.88	438642
RITTER @ HOME	263.60	438649
TRI-CITY FASTENER & SUPPLY	108.50	438678
HOWARD'S AUTO SUPPLY	39.56	438696
BUMPER TO BUMPER	10.08	438747
INTERSTATE ALL BATTERY CENTER - BMT	53.82	438779
DE LAGE LANDEN PUBLIC FINANCE	90.00	438799
SCHEAFFER MFG CO	990.78	438829
RELADYNE	483.84	438830
MEMBER'S BUILDING MAINTENANCE LLC	149.50	438831
REPUBLIC SERVICES	72.60	438859
GULF COAST	36.72	438874
		3,115.76**
ROAD & BRIDGE PCT. # 3		
ENTERGY	16.04	438604
HALLENBECK RADIATOR SERVICE	250.00	438608
MUNRO'S	38.40	438631
OIL CITY TRACTORS, INC.	594.13	438639
ROLLINS TRUCK & TRAILER REPAIR	338.50	438688
SOUTHERN TIRE MART, LLC	39.12	438689
HOWARD'S AUTO SUPPLY	72.79	438696
TEXAS GAS SERVICE	147.94	438739
WINDSTREAM	42.40	438757
RURAL PIPE & SUPPLY CO	4,618.08	438758
DE LAGE LANDEN PUBLIC FINANCE	140.00	438799
SPURLOCK ROAD VETERINARY CLINIC	44.62	438805
ON TIME TIRE	128.99	438807
SMITTY'S HAMSHIRE GULF	65.00	438870
		6,536.01**
ROAD & BRIDGE PCT.#4		
ENTERGY	13.14	438604
CASH ADVANCE ACCOUNT	1,145.15	438615
SANITARY SUPPLY, INC.	722.42	438656
W. JEFFERSON COUNTY M.W.D.	103.24	438682
MCKESSON MEDICAL-SURGICAL INC	2,246.67	438699
UNITED STATES POSTAL SERVICE	.40	438715
EVERETT D ALFRED	161.94	438738
DE LAGE LANDEN PUBLIC FINANCE	229.79	438799
SAM'S CLUB DIRECT	1,381.72	438813
REPUBLIC SERVICES	347.60	438859
		6,352.07**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	15.20	438715
DE LAGE LANDEN PUBLIC FINANCE	460.94	438799
BRADLEY STAFFORD	40.00	438815
		516.14**
PARKS & RECREATION		

PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	9.04	438604
W. JEFFERSON COUNTY M.W.D.	54.28	438682
JOE'S PAVEMENT STRIPING	2,590.00	438823
GENERAL FUND		2,653.32**
HARDIN COUNTY	13,111.23	438709
TAX OFFICE		13,111.23*
OFFICE DEPOT	417.23	438636
AT&T	107.40	438669
UNITED STATES POSTAL SERVICE	388.98	438715
UNITED STATES POSTAL SERVICE	42.21	438716
UNITED STATES POSTAL SERVICE	30,000.00	438717
DE LAGE LANDEN PUBLIC FINANCE	370.00	438799
RT LAWRENCE CORPORATION	100.50	438812
COUNTY HUMAN RESOURCES		31,426.32*
UNITED STATES POSTAL SERVICE	70.81	438715
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
AUDITOR'S OFFICE		70.81*
OFFICE DEPOT	424.66	438636
SOUTHEAST TEXAS WATER	29.95	438665
UNITED STATES POSTAL SERVICE	5.01	438715
HARRY SCHOPPE	12.84	438744
CANDACE PLESSALA	213.17	438771
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
COUNTY CLERK		755.63*
CASH ADVANCE ACCOUNT	662.57	438615
OFFICE DEPOT	291.85	438636
UNITED STATES POSTAL SERVICE	197.67	438715
UNITED STATES POSTAL SERVICE	47.29	438716
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	438799
COUNTY JUDGE		2,252.20*
UNITED STATES POSTAL SERVICE	40.00	438715
THE YOES LAW FIRM, LLP	500.00	438752
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
JAN GIROUARD & ASSOCIATES LLC	400.00	438867
RISK MANAGEMENT		970.40*
UNITED STATES POSTAL SERVICE	4.95	438715
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
COUNTY TREASURER		74.95*
UNITED STATES POSTAL SERVICE	148.86	438715
DE LAGE LANDEN PUBLIC FINANCE	331.89	438799
PRINTING DEPARTMENT		480.75*
OLMSTED-KIRK PAPER	5,483.96	438640
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	438799
FUNCTION 4 LLC	3,807.50	438876
PURCHASING DEPARTMENT		10,491.46*
BEAUMONT ENTERPRISE	2,096.54	438593
THE EXAMINER	56.00	438596
FED EX	41.21	438598
OFFICE DEPOT	158.55	438636
UNITED STATES POSTAL SERVICE	46.35	438715
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
GENERAL SERVICES		2,468.65*

PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	50.00	438615
TIME WARNER COMMUNICATIONS	2,442.76	438674
INTERFACE EAP	1,374.30	438687
NATIONAL ASSN. OF COUNTIES	5,045.00	438691
TEXAS COFFEE COMPANY	85.54	438697
VERIZON WIRELESS	303.92	438710
IEA - INSPIRE, ENCOURAGE, ACHIEVE	160,000.00	438712
SAM'S CLUB DIRECT	50.00	438814
SPOK INC	3.00	438840
LARRY WATTS	7,754.16	438892
		177,108.68*
DATA PROCESSING		
OLMSTED-KIRK PAPER	1,211.41	438640
PITNEY BOWES, INC.	2,500.00	438643
CDW COMPUTER CENTERS, INC.	12,044.76	438698
SPS VAR, LLC	3,950.00	438733
TESTOUT CORPORATION	595.00	438781
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
SPOK INC	12.08	438840
		20,383.25*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	180.60	438715
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
ALICIA MONK	22.36	438837
		272.96*
ELECTIONS DEPARTMENT		
UNITED STATES POSTAL SERVICE	193.69	438715
DE LAGE LANDEN PUBLIC FINANCE	271.65	438799
		465.34*
DISTRICT ATTORNEY		
CASH ADVANCE ACCOUNT	130.00	438615
RANDI A. KING	1,004.06	438618
PATRICK KNAUTH	659.03	438620
MIKE LAIRD	628.83	438622
OFFICE DEPOT	4,081.02	438636
TDCAA BOOK ORDERS	209.00	438673
TEXAS DISTRICT & COUNTY ATTY ASSN.	125.00	438676
UNITED STATES POSTAL SERVICE	256.65	438715
SHI GOVERNMENT SOLUTIONS, INC.	328.20	438723
GRACE NICHOLS	900.95	438776
DE LAGE LANDEN PUBLIC FINANCE	480.00	438799
GARY REAVES	522.53	438860
		9,325.27*
DISTRICT CLERK		
OFFICE DEPOT	3,467.39	438636
TRI-CITY COFFEE SERVICE	136.55	438679
UNITED STATES POSTAL SERVICE	165.84	438715
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
		3,839.78*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	438564
DAVID W BARLOW	4,375.00	438569
TRAVIS EVANS	1,250.00	438595
EDWARD B. GRIPON, M.D., P.A.	595.00	438603
MARSHA NORMAND	8,750.00	438633
WENDELL RADFORD	800.00	438647
KEVIN PAULA SEKALY PC	8,750.00	438659
UNITED STATES POSTAL SERVICE	33.34	438715
ANTOINE FREEMAN	7,278.70	438770
DE LAGE LANDEN PUBLIC FINANCE	441.64	438799
JAMES R. MAKIN, P.C.	60.00	438800
WILLIAM MARCUS WILKERSON	800.00	438816
STEVEN GREENE	250.00	438832
MATUSKA LAW FIRM	600.00	438835
		42,733.68*
58TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 10-09-2017	AMOUNT	CHECK NO.	PAGE: 4 44 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	2.42	438715		
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
60TH DISTRICT COURT				72.42*
JEFFERSON CTY. BAR ASSOCIATION	125.00	438614		
LEXIS-NEXIS	67.00	438720		
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
JOHN WOOLDRIDGE	104.86	438844		
136TH DISTRICT COURT				366.86*
UNITED STATES POSTAL SERVICE	.81	438715		
LEXIS-NEXIS	69.00	438718		
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
172ND DISTRICT COURT				139.81*
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
252ND DISTRICT COURT				70.00*
DAVID W BARLOW	4,375.00	438569		
OFFICE DEPOT	42.21	438636		
WENDELL RADFORD	100.00	438647		
MIKE VAN ZANDT	8,750.00	438681		
KEVIN S. LAINE	800.00	438693		
UNITED STATES POSTAL SERVICE	36.63	438715		
SUMMER TANNER	87.30	438761		
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
JAMES R. MAKIN, P.C.	3,870.09	438800		
M.K. HAMZA, PHD, P.A.	800.00	438817		
MATUSKA LAW FIRM	900.00	438835		
JARED GILTHORPE	800.00	438838		
279TH DISTRICT COURT				20,631.23*
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
317TH DISTRICT COURT				70.00*
DAVID GROVE	150.00	438563		
PHILLIP DOWDEN	500.00	438566		
THOMAS J. BURBANK PC	325.00	438573		
ANITA F. PROVO	775.00	438645		
CHARLES ROJAS	725.00	438702		
JOEL WEBB VAZQUEZ	225.00	438746		
ALLEN PARKER	225.00	438785		
JONATHAN L. STOVALL	500.00	438794		
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
WILLIAM FORD DISHMAN	150.00	438833		
MELANIE AIREY	150.00	438848		
LAW OFFICE OF J SCOTT FREDERICK	225.00	438849		
GORDON D FRIESZ	382.50	438854		
THE DAWS LAW FIRM PLLC	500.00	438882		
JUSTICE COURT-PCT 1 PL 1				4,902.50*
OFFICE DEPOT	96.90	438636		
UNITED STATES POSTAL SERVICE	21.93	438715		
DE LAGE LANDEN PUBLIC FINANCE	90.00	438799		
JUSTICE COURT-PCT 1 PL 2				208.83*
OFFICE DEPOT	520.05	438636		
TEXAS STATE UNIVERSITY SAN MARS	150.00	438667		
CDW COMPUTER CENTERS, INC.	541.64	438698		
CLASSIC FORMS AND PRODUCTS	99.00	438740		
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799		
JUSTICE COURT-PCT 4				1,380.69*
DE LAGE LANDEN PUBLIC FINANCE	90.00	438799		
JUSTICE COURT-PCT 6				90.00*



PGM: GMCOMMV2	DATE 10-09-2017		PAGE: 5 45 TOTAL
NAME	AMOUNT	CHECK NO.	
UNITED STATES POSTAL SERVICE	41.74	438715	
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799	111.74*
JUSTICE COURT-PCT 7			
TEXAS STATE UNIVERSITY SAN MARS	450.00	438668	450.00*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	102.56	438716	
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799	172.56*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.84	438715	
SIERRA SPRING WATER CO. - BT	90.30	438721	
DE LAGE LANDEN PUBLIC FINANCE	245.92	438799	338.06*
COUNTY COURT AT LAW NO. 2			
COURT REPORTERS CERT BOARD	210.00	438589	
KEVIN S. LAINE	250.00	438693	
UNITED STATES POSTAL SERVICE	17.73	438715	
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799	
JARED GILTHORPE	250.00	438838	
THE MAYO LAW FIRM PLLC	250.00	438878	1,047.73*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	500.00	438563	
COURT REPORTERS CERT BOARD	210.00	438589	
NATHAN REYNOLDS, JR.	250.00	438648	
JOHN D WEST	300.00	438705	
UNITED STATES POSTAL SERVICE	6.85	438715	
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799	
JARED GILTHORPE	250.00	438838	
JONATHAN VERNON	250.00	438864	1,836.85*
COURT MASTER			
JUDGE LARRY GIST	6,269.80	438599	
UNITED STATES POSTAL SERVICE	2.13	438715	
LEXIS-NEXIS	68.00	438719	
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799	6,409.93*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	15.90	438665	
TRI-CITY COFFEE SERVICE	79.20	438679	
PRESS CLUB OF SOUTHEAST TEXAS	30.00	438692	
UNITED STATES POSTAL SERVICE	8.46	438715	
ASSN. FOR CONFLICT RESOLUTION	195.00	438726	
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799	
KARA HAWTHORN	637.19	438802	1,035.75*
ALTERNATIVE SCHOOL			
RITTER @ HOME	16.36	438649	
RALPH'S INDUSTRIAL ELECTRONICS	69.02	438653	
SANITARY SUPPLY, INC.	745.70	438656	831.08*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	438799	280.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	104.04	438584	
COBURN'S, BEAUMONT BOWIE (1)	528.09	438587	
FED EX	32.50	438598	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	816.00	438613	
CASH ADVANCE ACCOUNT	467.66	438616	
MOORMAN & ASSOCIATES, INC.	300.00	438629	

NAME	AMOUNT	CHECK NO.	TOTAL
NATIONAL NARCOTICS DECT. DOG ASSN.	.01	438632	
OFFICE DEPOT	1,112.17	438636	
PUBLIC AGENCY TRAINING COUNCIL	325.00	438646	
AT&T	304.30	438669	
CDW COMPUTER CENTERS, INC.	2,617.16	438698	
UNITED STATES POSTAL SERVICE	1,454.47	438715	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	438727	
LOWE'S HOME CENTERS, INC.	392.98	438728	
FIVE STAR FEED	371.25	438741	
NORTH SHORE SUPPLY COMPANY	3,000.00	438742	
SNAP-ON-TOOLS	1,370.25	438772	
CHIEF SUPPLY	243.84	438788	
DE LAGE LANDEN PUBLIC FINANCE	800.00	438799	
COBAN TECHNOLOGIES INC	1,315.00	438801	
RITA HURT	275.00	438803	
ROGER SMITH	43.55	438821	
GALLS LLC	4,102.02	438851	
REPUBLIC SERVICES	45.00	438859	
GRAPHIC WORKS ADVERTISING & DESIGN	545.00	438872	
AXON ENTERPRISE INC	3,306.54	438883	
VECTOR SECURITY	111.00	438885	
RED THE UNIFORM TAILOR	3,564.00	438888	
			27,612.73*
CRIME LABORATORY			
FED EX	159.43	438598	
LABCONCO, INC.	2,596.08	438621	
SANITARY SUPPLY, INC.	303.58	438656	
HENRY SCHEIN, INC.	61.48	438657	
SEROLOGICAL RESEARCH INSTITUTE	92.96	438660	
CAYMAN CHEMICAL COMPANY	153.00	438786	
DE LAGE LANDEN PUBLIC FINANCE	90.00	438799	
RDB SERVICES	500.00	438804	
EXCEL MEDICAL WASTE LLC	70.00	438852	
ATTAINIT	1,070.28	438857	
			5,096.81*
JAIL - NO. 2			
ACTION AUTO GLASS	29.57	438558	
AVIALL	4,360.00	438567	
CARDINAL GLASS, INC.	707.00	438575	
W.W. GRAINGER, INC.	652.47	438601	
ENTERGY	36,897.14	438604	
ENTERGY	94.65	438605	
CASH ADVANCE ACCOUNT	659.95	438616	
M&D SUPPLY	72.23	438625	
SANITARY SUPPLY, INC.	4,046.10	438656	
AT&T	972.42	438669	
SPORTY'S PILOT SHOP	280.60	438670	
SYSCO FOOD SERVICES, INC.	41,616.57	438672	
WHOLESALE ELECTRIC SUPPLY CO.	1,429.29	438683	
ADVANCED SYSTEMS & ALARM SERVICES,	1,275.00	438701	
LOWE'S HOME CENTERS, INC.	1,941.29	438728	
TECHNOLOGY FOR ENERGY CORPORATION	2,785.32	438760	
WORLD FUEL SERVICES	480.00	438784	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	438799	
SAM'S CLUB DIRECT	125.64	438813	
ENTERPRISE RENT A CAR COMPANY	180.73	438839	
GALLS LLC	38.00	438851	
LONE STAR UNIFORMS	363.90	438855	
REPUBLIC SERVICES	890.00	438859	
ORISON MARKETING LLC	179.70	438863	
BOUDREAUX'S TRUCK & TRAILER REPAIR	40.00	438866	
IMPACT WASTE LLC	360.00	438873	
TND WORKWEAR CO LLC	40.00	438877	
THE MONOGRAM SHOP	99.00	438881	
FOOD MARKETING CONCEPTS INC	9,043.59	438886	
HARDIE'S FRESH FOODS	2,635.01	438887	
			113,575.17*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	600.81	438615	
LARONDA TURNER	121.44	438641	

PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
CHERYL TARVER	53.50	438686
UNITED STATES POSTAL SERVICE	10.19	438715
SHANNA CITIZEN	39.59	438731
JEFF NICKERSON	474.01	438736
LATASHA DILL	290.50	438754
LYNN BIERHALTER	74.90	438755
SHARON STREETMAN	53.50	438756
DE LAGE LANDEN PUBLIC FINANCE	140.00	438799
JOSH CUYOS	204.90	438836
TANISHA GRIFFIN	303.34	438846
ROXANA MITCHELL	118.23	438853
CHRISTAL CHANNELL	117.70	438856
KAREN RIGGS	116.09	438858
ANNIE JONES	87.20	438884
JUVENILE DETENTION HOME		2,805.90*
EPS	152.00	438591
GOLD CREST ELECTRIC CO., INC.	4,909.26	438600
ENTERGY	8,059.55	438604
HOBBART CORPORATION	566.50	438610
AT&T	698.64	438669
FLOWERS FOODS	105.52	438743
BEN E KEITH FOODS	373.83	438745
VANSCHUCA SANDERS-CHEVIS	700.00	438762
DE LAGE LANDEN PUBLIC FINANCE	229.79	438799
EXCEL MEDICAL WASTE LLC	140.00	438852
REPUBLIC SERVICES	455.00	438859
CONSTABLE PCT 1		16,390.09*
MOTOROLA SOLUTIONS INC	3,893.25	438695
UNITED STATES POSTAL SERVICE	20.07	438715
WATCH GUARD VIDEO	4,820.00	438769
DE LAGE LANDEN PUBLIC FINANCE	323.13	438799
BLUE360 MEDIA	111.00	438890
CONSTABLE-PCT 2		9,167.45*
CENTRAL POLICE SUPPLY, INC	98.00	438753
CONSTABLE-PCT 4		98.00*
TEXAS STATE UNIVERSITY SAN MARS	150.00	438666
LEADERSHIP SOUTHEAST TEXAS	800.00	438690
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
SILSBEE FORD INC	542.32	438834
TRANSUNION RISK AND ALTERNATIVE	70.00	438847
CONSTABLE-PCT 6		1,632.32*
OFFICE DEPOT	104.33	438636
UNITED STATES POSTAL SERVICE	12.91	438715
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
CONSTABLE PCT. 7		187.24*
OFFICE DEPOT	128.31	438636
CONSTABLE PCT. 8		128.31*
THE PRODUCTIVITY CENTER	317.00	438722
DE LAGE LANDEN PUBLIC FINANCE	322.93	438799
TND WORKWEAR CO LLC	507.95	438877
COUNTY MORGUE		1,147.88*
BJ TRANSPORT SERVICE, INC.	9,991.66	438568
FMMS HOLDINGS OF TEXAS LLC	64,750.00	438806
AGRICULTURE EXTENSION SVC		74,741.66*
DE LAGE LANDEN PUBLIC FINANCE	200.00	438799
HEALTH AND WELFARE NO. 1		200.00*

PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
CLAYBAR FUNERAL HOME, INC.	3,996.00	438585
ENTERGY	70.00	438606
OFFICE DEPOT	989.32	438636
TEXAS PUBLIC HEALTH ASSOCIATION	32.50	438677
UNITED STATES POSTAL SERVICE	106.48	438715
RACHEL DRAGULSKI	100.04	438730
CENTERPOINT ENERGY RESOURCES CORP	62.60	438750
ESSLINE KNOX	50.83	438795
DE LAGE LANDEN PUBLIC FINANCE	372.43	438799
HEALTH AND WELFARE NO. 2		5,780.20*
CLAYBAR FUNERAL HOME, INC.	999.00	438586
TEXAS PUBLIC HEALTH ASSOCIATION	32.50	438677
UNITED STATES POSTAL SERVICE	155.95	438716
DE LAGE LANDEN PUBLIC FINANCE	140.00	438799
NURSE PRACTITIONER		1,327.45*
OFFICE DEPOT	206.75	438636
RACHAEL COE	19.00	438713
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
EXCEL MEDICAL WASTE LLC	70.00	438852
ENVIRONMENTAL CONTROL		365.75*
AT&T	33.36	438669
DE LAGE LANDEN PUBLIC FINANCE	323.13	438799
COASTAL BUSINESS FORMS	122.22	438822
INDIGENT MEDICAL SERVICES		478.71*
OFFICE DEPOT	233.34	438636
CARDINAL HEALTH 110 INC	59,871.92	438828
VECTOR SECURITY	376.61	438885
MAINTENANCE-BEAUMONT		60,481.87*
BINSWANGER GLASS CO.	165.00	438572
CITY OF BEAUMONT - WATER DEPT.	109.16	438581
ECOLAB	209.95	438592
GOLD CREST ELECTRIC CO., INC.	2,206.77	438600
W.W. GRAINGER, INC.	341.72	438601
ENTERGY	5,944.20	438604
M&D SUPPLY	15.42	438625
SANITARY SUPPLY, INC.	1,454.34	438656
ACE IMAGEWEAR	191.83	438663
AT&T	407.52	438669
CENTERPOINT ENERGY RESOURCES CORP	288.07	438749
FIRETROL PROTECTION SYSTEMS, INC.	768.20	438775
ZENO IMAGING	543.13	438789
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
REPUBLIC SERVICES	1,365.00	438859
AT&T	25,695.88	438865
MAINTENANCE-PORT ARTHUR		39,776.19*
CITY OF PORT ARTHUR - WATER DEPT.	642.79	438583
HARBOR FREIGHT TOOLS	35.95	438609
SEARS COMMERCIAL CREDIT CENTER	369.99	438658
SUPERIOR SUPPLY & STEEL	250.00	438703
SOLAR	51.19	438724
ATTABOY TERMITE & PEST CONTROL	140.49	438780
DE LAGE LANDEN PUBLIC FINANCE	140.00	438799
FRED MILLER'S OUTDOOR EQUIPMENT LLC	15.80	438850
VECTOR SECURITY	407.04	438885
W AND W CONSTRUCTION	3,100.00	438889
MAINTENANCE-MID COUNTY		5,153.25*
CITY OF NEDERLAND	84.01	438584
ENTERGY	376.68	438604
ISI COMMERCIAL REFRIGERATION	149.22	438611

PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
RITTER @ HOME	205.26	438649
AT&T	699.98	438669
W. JEFFERSON COUNTY M.W.D.	51.70	438682
BUBBA'S AIR CONDITIONING	4,890.00	438685
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	438831
FRED MILLER'S OUTDOOR EQUIPMENT LLC	459.99	438850
REPUBLIC SERVICES	109.00	438859
		9,021.36*
SERVICE CENTER		
J.K. CHEVROLET CO.	408.43	438612
KINSEL FORD, INC.	1,318.07	438619
THE MUFFLER SHOP	171.00	438630
MUNRO'S	251.05	438631
PHILPOTT MOTORS, INC.	221.21	438642
JEFFERSON CTY. TAX OFFICE	7.50	438706
JEFFERSON CTY. TAX OFFICE	7.50	438707
JEFFERSON CTY. TAX OFFICE	7.50	438708
BUMPER TO BUMPER	1,685.58	438747
ROBERT'S TEXACO XPRESS LUBE	105.00	438773
LIBERTY TIRE RECYCLING LLC	100.37	438778
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
ACTION OVERHEAD DOOR	189.50	438819
1800RADIATOR & AC	247.02	438845
REPUBLIC SERVICES	72.60	438859
DENNIS LOWE	367.45	438868
MIDNIGHT AUTO	279.85	438871
		5,509.63*
VETERANS SERVICE		
CASH ADVANCE ACCOUNT	695.49	438615
UNITED STATES POSTAL SERVICE	3.27	438715
UNITED STATES POSTAL SERVICE	59.00	438716
HILARY GUEST	98.33	438734
DE LAGE LANDEN PUBLIC FINANCE	240.00	438799
		1,096.09*
		738,451.46**
MOSQUITO CONTROL FUND		
FALCON CREST AVIATION SUPPLY, INC.	423.60	438597
GOLD CREST ELECTRIC CO., INC.	6,189.39	438600
KAY ELECTRONICS, INC.	48.25	438617
M&D SUPPLY	15.40	438625
MUNRO'S	82.20	438631
SANITARY SUPPLY, INC.	86.57	438656
AT&T	33.36	438669
UNITED PARCEL SERVICE	12.71	438680
GREAT LAKES AERO PRODUCTS	363.88	438737
THE REYNOLDS COMPANY	453.60	438777
PARKER LUMBER	23.98	438790
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
RELADYNE	878.62	438830
REPUBLIC SERVICES	72.60	438859
TEXAS AIRCRAFT PROPELLER & ACCESSOR	1,325.24	438891
		10,079.40**
TOBACCO SETTLEMENT FUND		
JULIE ROGERS "GIFT OF LIFE" PROGRAM	100,000.00	438759
		100,000.00**
FEMA EMERGENCY		
SPIDLE & SPIDLE	2,353.20	438559
SPIDLE & SPIDLE	3,973.04	438560
SPIDLE & SPIDLE	1,923.60	438561
SPIDLE & SPIDLE	561.72	438562
CHUCK'S WRECKER SERVICE	125.00	438576
CHUCK'S WRECKER SERVICE	125.00	438577
CHUCK'S WRECKER SERVICE	125.00	438578
CHUCK'S WRECKER SERVICE	125.00	438579
CHUCK'S WRECKER SERVICE	325.00	438580
CONN'S APPLIANCES & PART	889.99	438588
W.W. GRAINGER, INC.	7,234.86	438602

PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 10 50
NAME	AMOUNT	CHECK NO. TOTAL
M&D SUPPLY	26.99	438626
OFFICE DEPOT	179.80	438637
OFFICE DEPOT	667.14	438638
RITTER @ HOME	47.96	438650
RITTER @ HOME	9.99	438651
RITTER @ HOME	863.06	438652
SETZER HARDWARE, INC.	31.45	438662
MICHAEL KIRKPATRICK	13,440.00	438694
MCKESSON MEDICAL-SURGICAL INC	314.27	438700
VERIZON WIRELESS	4,813.41	438711
ELKINS TRACTOR & HAULING SERVICE	300.00	438732
ROSS RIDGE SAND COMPANY LP	510.00	438765
ROSS RIDGE SAND COMPANY LP	1,200.00	438766
ROSS RIDGE SAND COMPANY LP	223.20	438767
ROSS RIDGE SAND COMPANY LP	167.40	438768
SPANKY'S WRECKER SERVICE INC	237.50	438808
INDUSTRIAL & COMMERCIAL MECHANICAL	4,709.71	438809
DABNEY GARAGE DOORS	1,930.00	438810
DABNEY GARAGE DOORS	255.00	438811
GULF COAST	421.86	438875
RBJ'S EATERY & CATERING	235.00	438879
RBJ'S EATERY & CATERING	260.00	438880
		48,605.15**
BREATH ALCOHOL TESTING		
CMI INC	670.00	438574
		670.00**
FAMILY GROUP CONFERENCING		
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
		70.00**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	325.90	438727
JUDY PAASCH	40.00	438748
PATRICIA VELASCO	1,425.00	438862
		1,790.90**
LAW LIBRARY FUND		
LEXISNEXIS MATTHEW BENDER	1,076.69	438729
DE LAGE LANDEN PUBLIC FINANCE	70.00	438799
THOMSON REUTERS-WEST	1,851.97	438825
		2,998.66**
EMPG GRANT		
SOUTHEAST TEXAS WATER	9.95	438665
		9.95**
COMMUNITY SUPERVISION FND		
SAM HOUSTON STATE UNIVERSITY	175.00	438654
SAM HOUSTON STATE UNIVERSITY	225.00	438655
TIME WARNER COMMUNICATIONS	88.61	438675
UNITED STATES POSTAL SERVICE	80.82	438715
UNITED STATES POSTAL SERVICE	120.92	438716
JCCSC	150.00	438793
		840.35**
JEFF. CO. WOMEN'S CENTER		
CITY OF BEAUMONT - WATER DEPT.	811.75	438581
ENTERGY	1,010.31	438604
LUBE SHOP	7.00	438624
KIM MCKINNEY, LPC, LMFT	75.00	438627
PREMIUM PLUMBING	480.44	438644
SYSCO FOOD SERVICES, INC.	1,152.06	438672
PETTY CASH - RESTITUTION I	127.96	438684
TEXAS FIRE & COMMUNICATIONS	724.24	438704
BEN E KEITH FOODS	1,194.50	438745
CENTERPOINT ENERGY RESOURCES CORP	382.08	438749
REDWOOD TOXICOLOGY LABORATORY	70.00	438763
ATTABOY TERMITE & PEST CONTROL	50.00	438780
ROCHESTER ARMORED CAR CO INC	48.50	438792
DE LAGE LANDEN PUBLIC FINANCE	140.00	438799
MATERA PAPER COMPANY INC	807.05	438824

PGM: GMCOMMV2	DATE 10-09-2017		PAGE: 11 51
NAME	AMOUNT	CHECK NO.	TOTAL
SPOK INC	16.41	438840	
EXCEL MEDICAL WASTE LLC	93.00	438852	
REPUBLIC SERVICES	91.00	438859	7,281.30**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	438799	90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	438799	80.00**
JAG GRANTS			
OFFICE DEPOT	223.41	438636	223.41**
COUNTY CLERK - RECORD MGT			
CASH ADVANCE ACCOUNT	1,843.12	438615	1,843.12**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.01	438715	2.01**
DARE CONTRIBUTIONS FUND			
SWICEGOOD MUSIC COMPANY	1,236.50	438671	1,236.50**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	3,076.45	438615	
CASH ADVANCE ACCOUNT	1,399.84	438616	4,476.29**
CONST. PCT. 2 EDUCATION			
CASH ADVANCE ACCOUNT	648.64	438615	648.64**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	89.48	438582	
M&D SUPPLY	97.54	438625	
MUNRO'S	122.71	438631	
SUN TRAVEL TOURS	595.00	438725	
ATTABOY TERMITE & PEST CONTROL	55.00	438780	
DE LAGE LANDEN PUBLIC FINANCE	315.00	438799	
SAM'S CLUB DIRECT	165.02	438813	
REPUBLIC SERVICES	72.60	438859	1,512.35**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	438799	140.00**
AIRPORT FUND			
BEAUMONT TRACTOR COMPANY	826.58	438571	
CITY OF NEDERLAND	745.93	438584	
ERECT-A-TUBE, INC.	2,412.28	438594	
W.W. GRAINGER, INC.	675.97	438601	
LOUIS' YAZOO SALES & SERVICE, LLC	79.95	438623	
MID-COUNTY ALTERNATOR	145.00	438628	
OLMSTED-KIRK PAPER	35.13	438640	
RITTER @ HOME	24.98	438649	
TRI-CITY COFFEE SERVICE	314.60	438679	
BUBBA'S AIR CONDITIONING	75.00	438685	
UNITED STATES POSTAL SERVICE	.40	438715	
LOWE'S HOME CENTERS, INC.	270.36	438728	
MODERN AG PRODUCTS LTD	488.17	438764	
UNIFIRST HOLDINGS INC	145.18	438782	
DE LAGE LANDEN PUBLIC FINANCE	140.00	438799	
CRAWFORD ELECTRIC SUPPLY COMPANY	104.58	438818	
ADVANCE AUTO PARTS	26.09	438820	
EASTERN AVIATION FUELS INC	84,536.34	438841	
REPUBLIC SERVICES	3,417.80	438859	94,464.34**
AIRPORT IMPROVE. GRANTS			

PGM: GMCOMMV2	DATE 10-09-2017	PAGE: 12 52
NAME	AMOUNT	CHECK NO. TOTAL
GARVER LLC	6,959.00	438787
ARCENEUX WILSON & COLE LLC	10,912.50	438843
SE TX EMP. BENEFIT POOL		17,871.50**
CHLIC-CHICAGO	63,826.03	438783
GROUP ADMINISTRATIVE CONCEPTS INC	124,302.29	438791
SETEC FUND		188,128.32**
CURTIS 1000, INC.	217.12	438590
REPUBLIC SERVICES	1,177.80	438859
SHERIFF'S FORFEITURE FUND		1,394.92**
AVIALL	251.45	438567
W.W. GRAINGER, INC.	141.36	438601
CASH ADVANCE ACCOUNT	3,671.46	438615
CASH ADVANCE ACCOUNT	1,281.17	438616
PAYROLL FUND		5,345.44**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,654.50	438529
CLEAT	288.00	438530
JEFFERSON CTY. TREASURER	15,846.50	438531
RON STADTMUELLER - CHAPTER 13	530.00	438532
INTERNAL REVENUE SERVICE	475.00	438533
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,380.00	438534
JEFFERSON CTY. COMMUNITY SUP.	9,722.33	438535
JEFFERSON CTY. TREASURER - HEALTH	468,079.07	438536
JEFFERSON CTY. TREASURER - GENERAL	35.00	438537
JEFFERSON CTY. TREASURER - PAYROLL	1,640,537.41	438538
JEFFERSON CTY. TREASURER - PAYROLL	639,307.15	438539
MONEY LIFE INSURANCE OF AMERICA	126.84	438540
POLICE & FIRE FIGHTERS' ASSOCIATION	2,704.96	438541
TGSLC	398.87	438542
UNITED WAY OF BEAUMONT& N JEFFERSON	8.00	438543
US DEPARTMENT OF EDUCATION	200.05	438544
JEFFERSON CTY. TREASURER - TCDRS	604,876.43	438545
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,539.99	438546
JEFFERSON COUNTY TREASURER	2,635.78	438547
JEFFERSON COUNTY - TREASURER -	6,586.24	438548
NECHES FEDERAL CREDIT UNION	48,609.82	438549
JEFFERSON COUNTY - NATIONWIDE	49,470.72	438550
SBA - U S DEPARTMENT OF TREASURY	113.69	438551
U S DEPARTMENT OF TREASURY	119.39	438552
WILLIAM E HEITKAMP	748.53	438553
JOHN TALTON	2,066.15	438554
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	438555
BELINDA M ZURITA	230.77	438556
CONSERVE	143.22	438557
GUARDIANSHIP FEE		3,513,484.26**
WELLS, PEYTON, GREENBERG & HUNT,LLP	200.00	438565
MARINE DIVISION		200.00**
HALL-MCSWEEN CANVAS & UPHOLSTERY	767.43	438607
RITTER @ HOME	401.96	438649
SETZER HARDWARE, INC.	1,245.60	438661
BUMPER TO BUMPER	1,734.33	438747
C & I OIL COMPANY INC	9,460.40	438774
ASAP - CONSTABLE		13,609.72**
MCGRUFF, SEIBELS & WILLIAMS OF TX	17,685.00	438735
CENTRAL POLICE SUPPLY, INC	882.00	438753
PURSUIT SAFETY INC	671.46	438842
		19,238.46**
		4,803,525.77***



**AGENDA ITEM****October 9, 2017**

Consider, possibly approve and authorize the County Judge to execute a Consent for Demolition Form for Unsafe Structure for the City of Beaumont with respect to property located at 1410 Emile St., Beaumont, TX.

## CITY OF BEAUMONT BUILDING CODES DIVISION CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE

I, Jefferson County -, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.
2. ~~I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.~~

\*\*\*\*\* Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.

### PROPERTY DESCRIPTION:

1410 EMILE ST -INCLUDES SHED  
BLANCHETTE 2 T 1 B35

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

STATE OF TEXAS  
COUNTY OF JEFFERSON

Telephone Number \_\_\_\_\_

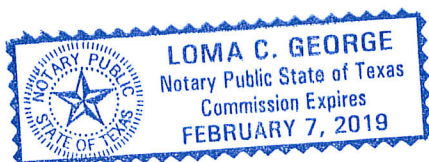
Signature

Jeff R. Branick  
County Judge

BEFORE ME, the undersigned authority, on this day appeared Jefferson County - Jeff R. Branick known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of October, 2017.

Loma George  
Notary Public in and for  
Feb. 7, 2019, Texas  
My Commission Expires:





Google Maps 1400 Emile St



Image capture: Dec 2011 © 2017 Google United States

Beaumont, Texas

Google, Inc.

Street View - Dec 2011

**AGENDA ITEM****October 9, 2017**

Consider, possibly approve and authorize the County Judge to execute a Consent for Demolition Form for Unsafe Structure for the City of Beaumont with respect to property located at 2460-62 Park-Duplex, Beaumont, TX.



# BEAUMONT

— TEXAS —

## CITY OF BEAUMONT BUILDING CODES DIVISION CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE

I, Jefferson County -, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.
2. ~~I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.~~

\*\*\*\*\* Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.

### PROPERTY DESCRIPTION:

2460-62 PARK ST -DUPLEX  
ELLIS L 14 L 15 B 2 2456-60-62 PARK ST ABSTRACT 019200

Telephone Number

Signature

Jeff R. Branick  
County Judge

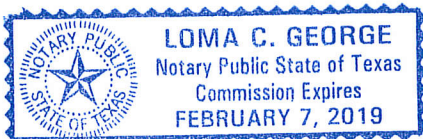
Date: 10.09.2017

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared Jefferson County - Jeff R. Branick known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of October, 2017.

Loma C. George  
Notary Public in and for  
Feb. 7, 2019, Texas  
My Commission Expires:



Google Maps 2456 Park St



Image capture: Jan 2012 © 2017 Google United States

Beaumont, Texas

Google, Inc.

Street View - Jan 2012



SSS

OF JEFFERSON COUNTY, TEXAS

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





# JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

TO: County Judge Jeff Branick  
Commissioner Pct. 1 Eddie Arnold  
Commissioner Pct. 2 Brent Weaver  
Commissioner Pct. 3 Michael Sinegal  
Commissioner Pct. 4 Bo Alfred

FROM: Major John Shauburger

DATE: October 5, 2017

RE: Out of State Travel

Please consider and possibly approve the addition of deputies Stanley Shipper and Mark Ellis to the previously approved out-of-state travel for Sheriff Zena Stephens. Sheriff Stephens was invited to speak and attend the 47<sup>th</sup> Annual Legislative Conference on behalf of the Congressional Black Caucus Foundation Inc. This conference will be held September 20 – 24, 2017 at the Walter E. Washington Convention Center in Washington D.C. Again, this is at no direct cost to the county and will be funded from the Narcotics Forfeiture account.

JS



## Consider and possibly approve Out of State Travel Policy

**Motion: Commissioner Alfred**

**Second: Commissioner Arnold**

**Approved**

### Out Of State Travel Policy

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

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

*No. Any cost associated with the trip will be funded out of seized funds; At no direct cost to Jefferson County.*

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

*Training directly impacts the Sheriff's duties.*

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

*Yes*

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

*No*

**Regular, October 09, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, October 09, 2017