

*Notice of Meeting and Agenda and Minutes  
February 12, 2018*

**REGULAR, 2/12/2018 1:30:00 PM**

BE IT REMEMBERED that on February 12, 2018, 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 (ABSENT)

**CHIEF DEPUTY COOPER**

Honorable Carolyn L. Guidry , County Clerk

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

**Notice of Meeting and Agenda and Minutes**  
**February 12, 2018**

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**  
**February 12, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **12th day of February 2018** 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:

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

*Notice of Meeting and Agenda and Minutes*  
*February 12, 2018*

**PURCHASING:**

1. Consider and approve award for (IFB 17-043/JW), Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County to BDS Constructors, LLC dba MK Constructors in the amount of \$6,699,693.00. The execution of a contract for this project is pending Texas General Land Office grant application.

**SEE ATTACHMENTS ON PAGES 10 - 11**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport with Airport Lighting Company and blueglobes, llc for a fourth one (1) year renewal from March 6, 2018 to March 5, 2019.

**SEE ATTACHMENTS ON PAGES 12 - 13**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a renewal for (IFB 14-006/JW), Term Contract for Marine Motor Fuel for Jefferson County with C&I Oil Company, Inc. for a fourth one (1) year renewal from March 27, 2018 to March 26, 2019.

**SEE ATTACHMENTS ON PAGES 14 - 14**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**Notice of Meeting and Agenda and Minutes**  
**February 12, 2018**

4. Consider and approve, and execute Change Order No. 3 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for an increase of (21) working days due to inclement weather conditions; bringing the total number of working days for this project from (111) days to (132) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

**SEE ATTACHMENTS ON PAGES 15 - 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, execute, receive and file a lease agreement with Tower Communications, Inc. for the use of a transmission tower located at 337 Pine Street, Port Neches, Texas 77651 (FCC# 1049415) for the Jefferson County Sheriff's Office at a cost of \$2,435.00 per month.

**SEE ATTACHMENTS ON PAGES 18 - 21**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

6. Consider, possibly approve, authorize the County Judge to execute and receive and file an Amendment to the Rental Agreement between Jefferson County, Texas and Golden Pass Products LLC to extend the term for lease of office space.

**Extend to December 2018**

**SEE ATTACHMENTS ON PAGES 22 - 25**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**Notice of Meeting and Agenda and Minutes**  
**February 12, 2018**

**COUNTY AUDITOR:**

7. Consider and approve budget transfer - Airport - replacement of mowing deck.

510-7091-463-6042	TRUCKS & TRAILERS	\$15,500.00	
510-7091-463-3036	AVIATION FUEL		\$15,500.00

**SEE ATTACHMENTS ON PAGES 26 - 27**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

8. Consider and approve budget transfer - JP Pct. 2 - additional cost for printer and supplies.

120-2043-412-3078	OFFICE SUPPLIES	\$2,000.00	
120-2043-412-3084	MINOR EQUIPMENT	\$1,000.00	
120-2043-412-5062	TRAVEL EXPENSE		\$2,000.00
120-2043-412-5077	CONTRACTUAL SERVICE		\$1,000.00

**SEE ATTACHMENTS ON PAGES 28 - 29**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

9. Consider and approve participation in the Public Assistance Alternative Procedures for Direct Administrative Costs Pilot Program for Hurricane Harvey. This allows the County to receive up to 5% in administrative costs on the County's FEMA Public Assistance Projects.

**SEE ATTACHMENTS ON PAGES 30 - 37**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**Notice of Meeting and Agenda and Minutes**  
**February 12, 2018**

10. Consider and approve applying for remaining FY 2014 VAWA funds to be used for technology and equipment. Cost share is 71% with 29% local match. Minimum request is \$5,000.

**SEE ATTACHMENTS ON PAGES 38 - 38**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

11. Regular County Bills - check #442945 through checks #443244.

**SEE ATTACHMENTS ON PAGES 39 - 48**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

12. Receive and file executed Letter of Cooperative Agreement between the Jefferson County Sheriff's Office and the Rape and Suicide Crisis Center.

**SEE ATTACHMENTS ON PAGES 49 - 55**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

13. Consider authorizing the County Judge to execute a Project Cooperation Agreement between Jefferson County and the Texas General Land Office relating to Coastal Restoration Projects.

**SEE ATTACHMENTS ON PAGES 56 - 79**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
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14. Consider and possibly approve a Resolution approving the application for the Violence/Crimes Against Women grant from the Criminal Justice Division for FYI September 1, 2018-August 31, 2019. Grant #1346621

**SEE ATTACHMENTS ON PAGES 80 - 80**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY TREASURER:**

15. Receive and File Investment Schedule for January, 2018, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 81 - 83**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**ENGINEERING:**

16. Execute, receive and file the allocated value of materials for Jefferson County FY 2018 provided by TxDOT which is 2,457 cubic yards of Mixed RAP (recycled asphaltic pavement) valued at \$10/cy.

**SEE ATTACHMENTS ON PAGES 84 - 86**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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17. Consider and possibly approve Overweight Vehicle Permit 01-OW-18 and attached Road Use Agreement to LLOX, L.L.C. for the transportation of drilling rig equipment and supplies to and off location on private road off of Lawhorn Road. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 87 - 100**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**MANAGEMENT INFORMATION SYSTEMS:**

18. Consider, possibly approve, and authorize the County Judge to execute and receive and file a Service Extension Support Agreement between Jefferson County, Texas and International Business Machines Corporation.

**SEE ATTACHMENTS ON PAGES 101 - 102**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

19. Receive and file Modification of Intergovernmental Agreement between Jefferson County, Texas and the U.S. Marshal Service to incorporate Department of Labor Determination 2015-2017 Revision 5 dated 9/9/2017.

**SEE ATTACHMENTS ON PAGES 103 - 116**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

SET NEXT MEETING DATE, FEBRUARY 19TH, 2018, IS A COUNTY HOLIDAY (PRESIDENT'S DAY)

**Other Business:**

*Notice of Meeting and Agenda and Minutes*  
*February 12, 2018*

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

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

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**Jeff R. Branick  
County Judge**



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702  
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

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February 7, 2018

Mr. Don Rao  
Jefferson County Engineering Department  
1149 Pearl Street, 5th Floor  
Beaumont, Texas 77701

Re: Siphon Control Structures at Oilcut Ditch and Salt Bayou at the  
Gulf Intracoastal Waterway for Jefferson County  
Recommendation of Award

Dear Mr. Rao:

Bids were received on the Siphon Control Structures at Oilcut Ditch and Salt Bayou project on January 9, 2018. Three (3) complete bids were received. A tabulation of the bids is attached to this letter. The base bids were as follows:

<u>Contractor</u>	<u>Base Bid</u>
MK Constructors	\$6,699,693.20
Brystar Contracting, Inc.	\$9,214,836.00
Structural Assurance, LLC	\$10,097,097.10

The lowest bid was submitted by MK Constructors in the amount of \$6,699,693.00. The bids have been reviewed and the bidder's qualifications evaluated. Our evaluation of the experience, reputation, and financial condition of MK Constructors indicates that they are capable of completing the work required. Therefore, we recommend the award of the contract for the construction of the Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway to MK Constructors in the amount of \$6,699,693.00.

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

Sincerely,

**LJA ENGINEERING, INC.**

A handwritten signature in black ink that reads 'Allen D. Sims'.

Allen D. Sims, P.E.  
Vice President  
Water Resources/Public Works

**SIPHON STRUCTURES ESTIMATE  
OILCUT DITCH AND SALT BAYOU**

LINE ITEM	ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY	MK CONSTRUCTORS		BRYSTAR CONTRACTING		STRUCTURAL ASSURANCE		LINE ITEM
						UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
1	100	001	PREPARING ROW (DITCH)	AC	3.10	\$ 231,452.00	\$ 717,501.20	\$ 10,000.00	\$ 31,000.00	\$ 36,281.00	\$ 112,471.10	
2	110	001	EXCAVATION (DITCH)	CY	14,048.00	\$ 9.00	\$ 126,432.00	\$ 10.00	\$ 140,480.00	\$ 30.00	\$ 421,440.00	
3	132	001	EMBANKMENT (TY D)	CY	789.00	\$ 33.00	\$ 26,037.00	\$ 150.00	\$ 118,350.00	\$ 31.00	\$ 24,459.00	
4	164	001	SEEDING FOR EROSION CONTROL (DITCH)	SY	6,304.00	\$ 1.00	\$ 6,304.00	\$ 2.00	\$ 12,608.00	\$ 18.00	\$ 113,472.00	\$ 1,133,472.00
5	400	001	EXCAVATION FOR SIPHON STRUCTURE	CY	157.00	\$ 10.00	\$ 1,570.00	\$ 200.00	\$ 31,400.00	\$ 70.00	\$ 10,990.00	
6	400	002	EXCAVATION FOR ARTICULATED CONCRETE MAT	CY	2,508.00	\$ 10.00	\$ 25,080.00	\$ 30.00	\$ 75,240.00	\$ 25.00	\$ 62,700.00	
7	400	003	CEMENT STABILIZED BACKFILL	CY	315.00	\$ 149.00	\$ 46,935.00	\$ 200.00	\$ 63,000.00	\$ 97.00	\$ 30,555.00	
8	403	001	TEMPORARY SPECIAL SHORING	SF	4,136.00	\$ 45.00	\$ 186,120.00	\$ 1.00	\$ 4,136.00	\$ 43.00	\$ 177,848.00	
9	500	001	MOBILIZATION	LS	1.00	\$ 642,671.00	\$ 642,671.00	\$ 2,400,000.00	\$ 2,400,000.00	\$ 998,796.00	\$ 998,796.00	
10	618	001	HIGH DENSITY POLYETHYLENE PIPE (36" HDPE)	LF	32.00	\$ 238.00	\$ 7,616.00	\$ 700.00	\$ 22,400.00	\$ 1,517.00	\$ 48,544.00	
11	618	002	HIGH DENSITY POLYETHYLENE PIPE (36" HDPE)(HDD METHOD)	LF	6,520.00	\$ 583.00	\$ 3,801,160.00	\$ 750.00	\$ 4,890,000.00	\$ 1,026.00	\$ 6,689,520.00	
12	2000	001	FILTER FABRIC	SF	18,564.00	\$ 0.25	\$ 4,641.00	\$ 0.50	\$ 9,282.00	\$ 4.00	\$ 74,256.00	
13	8000	001	DEWATERING	LS	1.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 34,012.00	\$ 34,012.00	\$ 200,508.00
14	9000	001	ARTICULATED CONCRETE MATS (6")	SY	2,046.00	\$ 63.00	\$ 128,898.00	\$ 140.00	\$ 286,440.00	\$ 98.00	\$ 200,508.00	\$ 137,640.00
15	9010	001	VINYL SHEET PILE (SG-425)	SF	2,220.00	\$ 13.00	\$ 28,860.00	\$ 30.00	\$ 66,600.00	\$ 62.00	\$ 137,640.00	\$ 196,000.00
16	9010	002	VINYL SHEET PILE (SG-825) WITH WALE SYSTEM	SF	3,500.00	\$ 14.00	\$ 49,000.00	\$ 40.00	\$ 140,000.00	\$ 56.00	\$ 196,000.00	\$ 263,352.00
17	9020	001	SIPHON STRUCTURE (HEIGHT=9.0")/ W STUB-OUT	EA	8.00	\$ 34,096.00	\$ 272,768.00	\$ 40,000.00	\$ 320,000.00	\$ 32,719.00	\$ 261,752.00	\$ 254,072.00
18	9020	002	SIPHON STRUCTURE (HEIGHT=5.0")/ W STUB-OUT & FLAP GATE	EA	8.00	\$ 36,610.00	\$ 292,880.00	\$ 38,000.00	\$ 304,000.00	\$ 31,759.00	\$ 254,072.00	\$ 68,284.00
19	9020	003	SIPHON STRUCTURE (HEIGHT=6.0")/W STUB-OUT & FLAP GATE	EA	2.00	\$ 72,266.00	\$ 144,532.00	\$ 50,000.00	\$ 100,000.00	\$ 34,142.00	\$ 68,284.00	\$ 163,608.00
20	9030	001	BREAKWATER (INSTALL)	CY	408.00	\$ 291.00	\$ 118,728.00	\$ 300.00	\$ 122,400.00	\$ 401.00	\$ 163,608.00	\$ 161,704.00
21	9030	002	BREAKWATER (REMOVE)	CY	110.00	\$ 336.00	\$ 36,960.00	\$ 250.00	\$ 27,500.00	\$ 147.00	\$ 16,170.00	\$ 254,382.00
						<b>TOTAL</b>	<b>\$ 6,699,693.20</b>	<b>TOTAL</b>	<b>\$ 9,214,836.00</b>	<b>TOTAL</b>	<b>\$ 10,097,097.10</b>	<b>\$ 10,098,697.10</b>

Bidder's (STRUCTURAL ASSURANCE) Incorrect Totals  
for Bid Line Items 4,13,14,15,16,17,18,19,20,21

**CONTRACT RENEWAL FOR IFB 14-001/JW  
TERM CONTRACT FOR LIGHTING SUPPLIES FOR RUNWAY AND  
TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

The County entered into a contract with Airport Lighting Company for one (1) year, from March 10, 2014 to March 9, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from March 6, 2018 to March 5, 2019.

ATTEST:

JEFFERSON COUNTY, TEXAS

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

*Jeff Branick*  
Jeff Branick, County Judge



CONTRACTOR:  
Airport Lighting Company

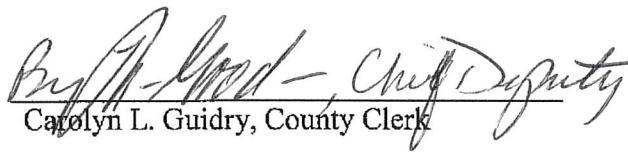
*Stephen Shaw*  
(Name)

**CONTRACT RENEWAL FOR IFB 14-001/JW  
TERM CONTRACT FOR LIGHTING SUPPLIES FOR RUNWAY AND  
TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

The County entered into a contract with blueglobes, llc for one (1) year, from March 10, 2014 to March 9, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from March 6, 2018 to March 5, 2019.

ATTEST:



Carolyn L. Guidry, County Clerk

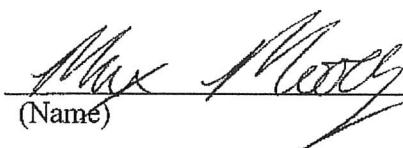
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:  
blueglobes, llc



Max Mealy  
(Name)

**CONTRACT RENEWAL FOR IFB 14-006/JW  
TERM CONTRACT FOR MARINE MOTOR FUEL FOR  
JEFFERSON COUNTY**

The County entered into a contract with C&I Oil Company, Inc. for one (1) year, from March 31, 2014 to March 30, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from March 27, 2018 to March 26, 2019.

ATTEST:

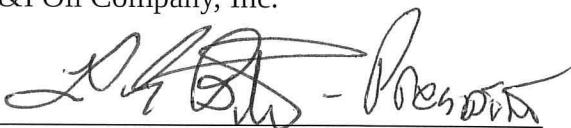
  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
C&I Oil Company, Inc.

  
(Name)



IFB 17-008/JW  
PO # 071129

15

A505

## Construction Contract Change Order

Grant Recipient: JEFFERSON COUNTY, TEXAS

Select:  City  County

Contract No.: 7216231

Change Order No.: 3

Region: SETRPC

Contractor:

(Name and Address) MK Constructors  
2485 North St.  
Vidor, Texas 77662

Engineer:

(Name and Address) Action Civil Engineers, PLLC.  
8460 Central Mall Drive  
Suite J  
Port Arthur, Texas 77642

Select Change Order Type(s):  Change to Existing Line Items  New Items Requested  Change in Contract Duration

### Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Rain Days

Original Contract End Date: 3/4/2018

Net change of previous Change Orders (days): 21

Increase/Decrease of this Change Order (days): 21

Change Order Contract End Date 4/15/2018

### Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Change Order Summary

Original Contract Price:	\$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	21
This Net Change Order:		Increase/Decrease of this Change Order (days):	21
New Contract Price:	\$205,864.00	Change Order Contract End Date	4/15/2018
Cumulative % Change:	0.0%		

**NOTE:** Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

### Grant Recipient Approval (REQUIRED)

Authorized Signature

February 12, 2017

Date

*Jeff R. Branick, Jefferson County Judge*

Authorized Signatory's Name and Title

### Engineer's Recommendation

*William V. Larrain, P.E.*

Engineer's Signature

Feb. 2, 2018

Date

*William V. Larrain, P.E.*

Engineer's Name

### Contractor's Authorization

Contractor's Signature

Date

Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name

Email

+

-

### For TDA office use only

This Net Change Order:		Increase/decrease of this Change Order (days):	21
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	

Notes:

Contract Specialist Signature

Date

Director Signature (optional)	Date
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STATE OF LOUISIANA

PARISH OF RAPIDES

## LEASE AGREEMENT

This Agreement of Lease made and entered into this 15 TH day of JANUARY, 20 18, by and between TOWER COMMUNICATIONS, INC., represented herein by GLENROY WEISHUHN, its Secretary-Treasurer, who is authorized to appear herein by a resolution which is recorded in the records of RAPIDES Parish, Louisiana, hereinafter called "LESSOR", and

JEFFERSON COUNTY SHERIFF  
1149 PEAR STREET  
BEAUMONT, TX 77701

JOHN SHAUBERGER

Hereinafter called "LESSEE".

### WITNESSETH:

#### I.

That said LESSOR has leased and by these presents does grant and lease unto the said LESSEE the privilege of using a portion of a certain tower, owned by LESSOR, and located at 337 PINE STREET, PORT NECHES, TX 77651 FCC# 1049415  
LAT. 29°58'36" N LONG. 93°56'02" W

PROVIDE TOWER SPACE RENTAL FOR 3 TX ANTENNAS @ 410' LEVEL, PROVIDE 1 TOWER SPACE RENTAL @ 410' LEVEL FOR RX ANTENNA, PROVIDE BUILDING SPACE & UTILITIES FOR 27 REPEATERS, POINT TO POINT ANTENNA & CAT5 @ 150' LEVEL, EMERGENCY STANDBY POWER FOR 27 REPEATERS, AND BUILDING SPACE AND UTILITIES FOR 2 UPS.

And a space to be designated by LESSOR in the transmission house used in connection with said tower in which LESSEE shall have the right to place therein transmitting equipment used in connection with said tower, as well as the right ingress and egress to and from the premises owned by the LESSOR, for the purpose of placing, operating, repairing, and inspecting such transmitter and antenna, for a term of 5 years, commencing on the 1 ST day of JANUARY, 20 18, to the 31 ST day of DECEMBER 20 23, and in consideration thereof

the said LESSEE has agreed to pay to LESSOR, at Alexandria, Louisiana  
 \$ 2,435.00 (per month).

TX Lease for Tower Space at 410 ' Level VHF-UHF Ant. @ .65 per ft. \$266.50  
 TX Lease for Tower Space at 410 ' Level VHF-UHF Ant. @ .65 per ft. \$266.50  
 TX Lease for Tower Space at 410 ' Level Microwave Ant. @ .65 per ft. \$266.50  
 RX Lease for Tower Space at 410 ' Level Microwave Ant. @ .55 per ft. \$225.50  
 POINT TO POINT ANT & CAT5 @ 150' LEVEL @ .50 \$75.00  
 Utilities and Building Space Lease 27 REPEATERS @ 30.00 each \$810.00  
 UTILITIES & BLDG SPACE FOR 2 UPS @ 15.00 EA \$405.00  
 Standby Power FOR 27 REPEATERS @ 60.00 \$120.00

Equipment Lease \_\_\_\_\_ \$ \_\_\_\_\_

- 2 % discount if paid annual in advance.

DOLLARS, payable in monthly installments, the first installment to become due and payable upon the date of LESSEE'S antenna installation, and an installment to be come due and payable on the first day of each and every month thereafter.

## II.

It is understood by and between LESSOR and LESSEE that the broadcasting frequency to be used by the LESSEE shall be TX 800 RX 800 MC and that LESSEE shall have the prior right to the use of said frequency so long as LESSEE is not in default hereunder, provided however, that LESSEE's equipment does not interfere with those using said tower at the time LESSEE places his antenna on such tower. Should LESSEE's equipment so interfere, then and in that event, LESSEE agrees to immediately correct interference or move LESSEE's antenna installation to such location that is designated by LESSOR hereunder, and should such interference continue, then LESSOR shall have the right to terminate this Lease Agreement, and in such event, LESSEE will remove all his equipment from such tower site and pay, or cause to be paid, all rental that has accrued to the date of the termination of this Agreement. So long as LESSOR acts in good faith, LESSOR shall be the sole judge of whether there is, in fact, interference to justify moving any antenna and the sole judge of whether or not LESSEE's antenna is compatible at any level with the equipment of users of such tower that have priority to LESSEE herein. LESSEE understands that other licensees of LESSOR, created prior to this date, have priority over LESSEE and that LESSOR is obligated to such prior users to the end that such users obtain maximum results from their installations. LESSOR agrees that LESSEE shall have a priority as to any subsequent LESSEE on said tower made after this date and that LESSOR will not assign space on

said tower to any subsequent LESSEE having a broadcasting frequency of the LESSEE herein. LESSOR agrees to furnish all electrical power necessary for LESSEE to operate LESSEE said equipment.

### III.

LESSEE agrees to pay to LESSOR at Alexandria, Louisiana, the rental as aforesaid. Should LESSEE default in the payment of any installment of the rent provided for under this Lease as the same become due and payable, or breach any covenant of this Lease, the entire rent for the balance of the term shall, at the option of the LESSOR, at once become due and payable, as if by the terms of this Lease it were all payable in advance; or at LESSOR's option, this Lease shall become null and void. LESSOR shall have a lien on the equipment placed on said premises for the payment of any rental hereunder provided.

### IV.

LESSOR agrees to keep said tower and transmitter house in repair. In the event that said tower and/or transmitter house is damaged from any cause whatsoever to the extent that in LESSOR's opinion the same cannot be repaired, then this Lease Agreement shall terminate and LESSEE shall pay all rentals already owing to the date of damage of the tower and/or transmitter house. Should said tower become damaged to the extent that LESSEE is unable to operate from said tower his antenna equipment, but such damage can be repaired, and LESSOR elects to so repair said tower, then in that event, while such repairs are taking place LESSEE shall have the right to obtain other radio tower facilities and shall not be liable to LESSOR for any rent during that period that said tower is being repaired.

### V.

LESSEE agrees to forever keep and hold harmless LESSOR from any and all claims, damages, suits or obligations caused by LESSEE and claimed or asserted against LESSOR by reason of LESSEE's operations hereunder on said leased premises, and to defend any and all suits brought against LESSOR by reason of LESSEE's operations hereunder on said leased premises at LESSEE's own cost and expense.

## VI.

LESSEE agrees not to assign this Agreement or sublet its rights hereunder without the written consent of LESSOR.

## VII.

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

THUS DONE AND SIGNED on this the 15<sup>th</sup> day of January, 2018, before me, the undersigned notary, and the undersigned competent witnesses.

WITNESSES:

Monique Beete  
Swain L.

TOWER COMMUNICATIONS, INC.

BY: Glenroy Weishuhn

GLENROY WEISHUHN,  
SECRETARY/TREASURER  
3305 FERN STREET  
ALEXANDRIA, LA 71302  
PHONE: 318/442-0873

Catherine N. Bailey  
NOTARY PUBLIC

THUS DONE AND SIGNED on this the 12<sup>th</sup> day of February, 2018, before me, the undersigned notary, and the undersigned competent witnesses.

WITNESSES:

Jeff R. Branick  
Jefferson County Judge

ATTEST  
DATE 2/12/18

NOTARY PUBLIC



**AMENDMENT TO RENTAL AGREEMENT**

THIS AMENDMENT RENTAL AGREEMENT (the "First Amendment"), is made and entered into effective this 12<sup>th</sup> day of February, 2018, by and between Jefferson County, ("the lessor") and Golden Pass Products LLC (GPP) ("the lessee").

**RECITALS**

Whereas on March 21, 2016, Golden Pass Products LLC leased 16,480 square feet from Jefferson County as shown in the attached lease;

Whereas the parties desire to amend the term of the lease.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 4 to the lease is hereby amended to read as follows:

4. **TERM.** The initial term of the Lease Agreement shall begin retroactively on January 01, 2016 (the "Commencement Date") and terminate without further notice on **December 31, 2018** unless sooner terminated as provided herein or unless extended by mutual agreement of the parties under Section 5 of this Lease Agreement (the "Termination Date").

IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of the date first mentioned above.

**LESSOR:**

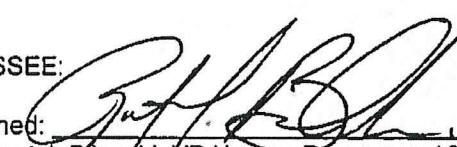
JEFFERSON COUNTY, TEXAS, a subdivision and county of the State of Texas

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

Jeff Branick  
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

**LESSEE:**

Signed:   
Robert J. Bilnoski, V/P Human Resources / Public Affairs  
Golden Pass Products, LLC

**AMENDMENT TO RENTAL AGREEMENT**

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IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of the date first mentioned above.

**LESSOR:**

JEFFERSON COUNTY, TEXAS, a subdivision and  
county of the State of Texas

By: \_\_\_\_\_  
Jeff Branick  
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

**LESSEE:**

Signed: \_\_\_\_\_  
Robert J. Bilnoski, VP Human Resources / Public Affairs  
Golden Pass Products, LLC

## ENTERPRISE ZONE OR REINVESTMENT ZONE REGISTRY

PLEASE PRINT OR TYPE, DO NOT WRITE IN SHADED AREAS.

(See Instructions on back)

### FOR COMPTROLLER USE ONLY

City

County

RZ#

date rec'd

Complete  Back-up Incomplete  No Back-up

### Step 1: Contact Information

Name of lead taxing unit (taxing unit that designated the zone)

Name of appraisal district submitting this report

Contact person

Title

Current mailing address (number and street)

City

County

ZIP code

Phone (area code and number)

Fax number

E-mail address if available

### Step 2: Enterprise Zone or Reinvestment Zone Information

1. Enterprise zone or reinvestment zone name: \_\_\_\_\_

2. List each independent and/or consolidated school district within the boundaries of this zone:  
\_\_\_\_\_  
\_\_\_\_\_

3. Zone size (please specify size in acres): \_\_\_\_\_

4. Zone designation date: \_\_\_\_\_ or Zone re-designation date (if applicable): \_\_\_\_\_

5. Zone expiration date: \_\_\_\_\_

6. Is this zone in a state-designated enterprise zone?  Yes  No

Is this zone in a state-designated defense economic readjustment zone?  Yes  No

7. Type(s) of property that are currently located in this zone (check all that apply):

industrial  commercial  residential or  other (please specify) \_\_\_\_\_

8. In this zone, how many tax abatement agreements were  
Executed \_\_\_\_\_ Assigned \_\_\_\_\_ Modified \_\_\_\_\_ Cancelled \_\_\_\_\_?

Note: Fill out a Tax Abatement Registry form for each agreement executed, assigned, modified, or cancelled.

9. Number of active tax abatements and tax increment financing agreements within the zone:

Tax Abatements \_\_\_\_\_ Tax Increment Financing \_\_\_\_\_

### Step 3: Signature of Person Completing Form

10.

sign  
here ➔

Authorized signature

Title

Date

**ENTERPRISE OR REINVESTMENT ZONE REGISTRY FORM (STATE OF TEXAS)**

State Law (Section 312.005, Tax Code) requires the chief appraiser of each appraisal district that appraises property for a taxing unit that has designated an enterprise zone or a reinvestment zone or has re-designated a reinvestment zone to deliver to the Comptroller before July 1 of the year following the year in which the zone is designated or re-designated, a report providing a copy of the ordinance or resolution designating or re-designating the zone and the guidelines and criteria established for this zone. This form and copies of the required documents must be submitted to the Texas Comptroller of Public Accounts at the address below.

Comptroller of Public Accounts  
Property Tax Division  
Post Office Box 13528  
Austin, Texas 78711-3528

For assistance or to request additional forms, call toll free, 1-800-252-9121. You may also obtain additional forms on the Property Tax Division's Web page on Window on State Government at <http://www.window.state.tx.us/taxinfo/taxforms/02-forms.html>. From a Telecommunication Device for the Deaf (TDD), call 1-800-248-4099 or 512/463-4621.

**Step 1: Contact Information**

This information provides the Comptroller information on the taxing unit designating the zone and a contact person. If you had **no new reinvestment zone designations or re-designations** in your taxing unit, you do **NOT** need to do anything.

**Step 2: Enterprise Zone or Reinvestment Zone Information**

Please include the reinvestment zone name listed in the ordinance or resolution creating the zone and the school districts within the reinvestment zone area. A complete registry form must be completed for each new designated zone or re-designated zone.

**Step 3: Signature of Person Completing Form**

The person signing the report should be the same person listed in Step 1 as the contact person.

**Fran Lee**

---

**From:** Alex Rupp <arupp@co.jefferson.tx.us>  
**Sent:** Wednesday, February 07, 2018 10:17 AM  
**To:** 'Fran Lee'  
**Cc:** Rhonda Brode; 'Brent Weaver'  
**Subject:** Budget Amendment  
**Attachments:** jbacopy@co.jefferson.tx.us\_20180207\_094530.pdf

Fran, as discussed I need to request a transfer \$15,500.00 from 510.7091.463.30-36 Aviation Fuel to 510.7091.463.60-42 Trucks and Trailers.

Only one of the two mowing decks we have is operational and is routinely down for repairs. Spring is approaching and we need to keep the airfield in compliance with FAA grass heights.

I've attached a quote from Beaumont Tractor for the mowing deck.

Please let me know if you have any questions.

Thank you,

Alex Rupp  
**Jack Brooks Regional Airport**  
5000 Jerry Ware Dr, Suite 100  
Beaumont, TX 77705  
Tel 409.719.4900  
Fax 409.722.2830

**Like us on FaceBook!!**

**Flights Daily to DFW via American Eagle.**



4430 College Street  
Beaumont, TX 77707  
Phone: 409-866-3360  
Fax: 409-866-5884

February 6, 2018

Jack Brooks Regional Airport  
ATTN: Duke Youmans  
Ph  
Fax

Here is the quote you requested:

QTY.	DESCR.	TOTAL
		Totals

If you have any questions please give me a call. Thank you for the opportunity!

Sincerely,

**Kyle Lee**  
Outside Sales

525 Lakeshore Drive  
Port Arthur, Texas 77640



Phone: (409)983-8325  
Fax: (409)989-3680

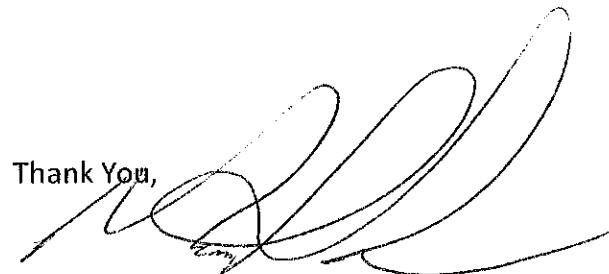
**MARC DEROUEN**  
**Justice of The Peace**  
**Precinct Two**

February 2, 2018

Fran,

Please transfer \$2,000.00 from Travel Expense Acct# 120-2043-412.50-62 to

Office Supplies Acct# 120-2043-412.30-78. Our department is planning on purchasing  
additional office supplies.

Thank You,  
  
Judge Marc DeRouen

525 Lakeshore Drive  
Port Arthur, Texas 77640



Phone: (409)983-8325  
Fax: (409)989-3680

**MARC DEROUEN**  
**Justice of The Peace**  
**Precinct Two**

February 2, 2018

Fran,

Please transfer \$1,000.00 from Contractual Services Acct# 120-2043-412.50-77  
to Minor Equipment Acct# 120-2043-412.30-84. Our department is planning to purchase a  
desktop copier for office use.

Thank You,

Judge Marc DeRouen  
Justice of the Peace Pct. 2



# FEMA

## Public Assistance Direct Administrative Costs Acknowledgement

**FEMA-4332-DR-TX**

**Subrecipient:** \_\_\_\_\_

**FIPS#:** \_\_\_\_\_

- We elect to participate in the Public Assistance Alternative Procedures for Direct Administrative Costs Pilot Program and will be submitting a signed Agreement for Participation found in Appendix A of the Public Assistance Alternative Procedures for Direct Administrative Costs - Recovery Policy dated October 25, 2017.
- We elect to not participate in the Public Assistance Alternative Procedures for Direct Administrative Costs Pilot Program. Instead we will be acknowledging, in each Project Worksheet, whether or not, we will be claiming Direct Administrative Costs the traditional way and in accordance with existing FEMA policy.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative Date

\_\_\_\_\_  
Printed Name and Title

Email your election form to: [tdemrecovery.dac@dps.texas.gov](mailto:tdemrecovery.dac@dps.texas.gov)

Upon receipt of your election, Appendix A, signed by FEMA and TDEM will be sent to you for your signature and return.



# FEMA

## RECOVERY POLICY

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### I. TITLE: Public Assistance Alternative Procedures for Direct Administrative Costs

II. DATE: October 25, 2017

### III. POLICY STATEMENT:

This policy provides guidance for the provision and implementation of Public Assistance (PA) Direct Administrative Costs (DAC).<sup>1</sup> FEMA will allow each Subrecipient to receive a fixed estimate DAC award, calculated as a flat rate percentage of all the Subrecipient's eligible emergency and permanent work, prior to insurance reductions. The policy describes the requirements for participation, and the process for submitting DAC in relation to the submission of individual projects.

### IV. PURPOSE:

This policy authorizes DAC to be awarded to the Subrecipient based on a fixed estimate for all of the Subrecipient's eligible emergency and permanent work projects. The fixed estimate DAC award is calculated as a flat rate of four percent (4%) of full eligible project costs (i.e., prior to reductions for insurance proceeds, cost share, or any other reductions) with an additional one percent (1%) applied to the same eligible project costs as a closeout incentive. Unlike the previous practice for claiming DAC on each eligible project worksheet (PW), all of the Subrecipient's DAC will be documented on one consolidated DAC PW. DAC funds obligated under this fixed estimate may not be allocated for indirect costs.<sup>2</sup> The Recipient must ensure documentation submitted to support DAC does not duplicate documentation submitted to support State Management Costs award funds made available to a Subrecipient.

This policy includes an incentive for the timely closeout of projects in accordance with Section 428(c)(4). The closeout incentive involves the Recipient providing 4% of total eligible costs per project upon request and an additional 1% of total eligible costs per project once the PW is submitted for closeout, for a total of 5% of total eligible pre-award costs as the DAC allowance per project. PWs submitted to the Recipient for closeout within 90 days of the end of the project period of performance will receive the additional 1%. As a remedy for noncompliance with the closeout requirement at 2 CFR §200.343(a), any PW that is submitted to the Recipient for closeout later than 90 days after the end of the project period of performance will not receive the additional 1% which will be deobligated by FEMA at closeout pursuant to 2 CFR §200.338(b).

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<sup>1</sup> Direct administrative costs are direct, administrative, or other expenses the Recipient or Subrecipient incurs in administering and managing PA awards that are directly chargeable to a specific project.

<sup>2</sup> Indirect administrative costs are indirect, administrative, or other expenses the Recipient or Subrecipient incurs in administering and managing PA awards that are not directly chargeable to a specific project. See Section 324 of the Stafford Act and 44 CFR Part 207.



# FEMA

## RECOVERY POLICY

### V. SCOPE AND AUDIENCE:

The policy is applicable to eligible Subrecipients in areas declared on or after August 25, 2017 that voluntarily choose to participate. It is intended for FEMA, Recipient, and Subrecipient staff developing and managing projects under the PA Program.

### VI. AUTHORITY:

Fixed estimate DAC awards are authorized under Stafford Act Section 428(e)(1), Public Assistance Program Alternative Procedures. This policy furthers the goals of the alternative procedures as described in Stafford Act Section 428(c).

### VII. OBJECTIVES:

- A. To reduce the administrative burden on FEMA, the Recipient, and Subrecipients as it relates to tracking and requesting reimbursement for administrative duties associated with the management and administration of PA awards.
- B. To ensure subrecipients provide timely and complete information and documentation to FEMA for the purposes of applying for, administering, and closing PA awards; and comply with the federal award administrative requirements described in 2 CFR §200.
- C. To incentivize timely submission of projects for closeout. This is achieved by withholding a portion of the DAC allowance on a per project basis until the emergency or permanent work PW is submitted to the Recipient for closeout.

### VIII. POLICY:

#### A. Participation.

1. Utilization of a fixed estimate DAC award is voluntary. Subrecipients that elect to participate must include all DAC claims under one consolidated PW. The fixed estimate DAC award will be calculated as a flat rate of 4% and a 1% closeout incentive for a total of 5% of eligible project costs prior to reductions for insurance, cost share, or any other reductions. Ineligible and donated resources projects will be excluded from calculation of the fixed DAC award.
2. Subrecipients that elect to participate must sign a written agreement binding them to the provisions of this policy. The agreement is included as Appendix A.

#### B. PW Processing.

1. Calculating the Fixed Estimate DAC award.



# FEMA

## RECOVERY POLICY

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FEMA will award DAC at 5% of the pre-award value for each PW (Version 0), based on the full eligible dollar value of the PW prior to any applicable reductions for insurance proceeds, cost share, or other reductions. Donated resources PWs and ineligible projects will not be included in this calculation.

### 2. Formulating the Fixed Estimate DAC PW.

The Subrecipient must agree to consolidate all DAC from each eligible PW into one fixed estimate DAC PW. Doing so will permit the Subrecipient greater flexibility to manage and document direct administrative costs in an aggregate manner, instead of project by project. To effectively calculate the appropriate value for the fixed estimate DAC PW, a spreadsheet has been developed to capture the total eligible costs for each subrecipient; this spreadsheet is provided in Appendix B.

Subrecipients may request funds be obligated against the fixed estimate DAC award at various milestones of the recovery process. The DAC PW may have up to three versions in addition to the original version zero. Note each version provides an opportunity to increase the amount of funding for the fixed estimate DAC award based on newly submitted projects. Upon obligation of the final version, the DAC PW will be locked in based on 5% of pre-award costs for all eligible underlying emergency and permanent work PWs. The Subrecipient cannot submit any additional versions of the fixed estimate DAC PW.

#### a) DAC PW Version Zero:

Version Zero of the DAC PW is submitted at the discretion of the Subrecipient upon the Subrecipient's request. The Subrecipient determines the appropriate time to make this request. This version will include the aggregate of 5% of the cost of each eligible project submitted into EMMIE for Initial Review at that time. At this time, the fixed estimate DAC award is locked in for all PWs submitted in the first group of projects submitted for inclusion in Version Zero of the fixed estimate DAC PW. Accelerated or Expedited PWs that have been formulated based on a broad damage description and/or scope of work due to lack of information and documentation at the time of PW formulation, and where the estimate will likely fluctuate significantly, will require the Subrecipient to provide appropriate documentation to support the estimate prior to determining the fixed estimate DAC award for that project. Reimbursement of DAC costs are not restricted to PWs submitted for fixed estimate DAC award calculations. However, only eligible projects are allowed to have DAC costs applied against them.

#### b) DAC PW Versions One, Two, and Three:

If necessary, Versions One, Two, and Three of the DAC PW are submitted at the discretion of the Subrecipient based on each group of projects the Subrecipient



# FEMA

## RECOVERY POLICY

chooses to include in the consolidated DAC PW. These versions will include any additional fixed estimate DAC awards based on the submission of projects that were not submitted in previous versions. Once the fixed estimate DAC PW is recalculated to include the newly submitted projects, the fixed estimate DAC award is once again locked in based on all previously estimated DAC awards from subsequent versions.

The final version (not to exceed Version Three) of the DAC PW can be submitted once all emergency and permanent work PW Version Zeros have been signed and submitted. This milestone must be completed within two years of the declaration date. It will include all DAC based on the aggregate of 5% of the cost of each eligible project submitted into EMMIE for Initial Review. This version will be the final lock-in amount for all DAC for a participating Subrecipient's eligible PA projects. In the event that additional PWs are submitted past this deadline, those PWs will not be eligible for inclusion in the fixed estimate DAC award.

3. All timelines established under Sections 403, 406, 407, and 428 of the Stafford Act apply.

### C. Grants Management and Disbursement.

#### 1. Documentation Requirements.

DAC does not need to be tracked on a per project basis. To support a fixed estimate DAC award claimed at 5% of eligible pre-award costs for all eligible underlying emergency and permanent work, the Subrecipient will provide:

- a) The payroll data and an explanation of all Force Account costs incurred for direct administrative activities associated with eligible PA projects; and/or
- b) The contractor invoice(s) for direct administrative activities associated with eligible PA projects.

#### 2. Disbursement of Funds.

FEMA will award 5% of all eligible project costs – prior to any applicable reductions for insurance, cost share, or other reductions – to the Recipient for disbursement to participating Subrecipients.

- a) The Recipient will disburse funds for DAC to Subrecipients upon their request for reimbursement. The amount will not be limited to DAC for projects submitted as part of the fixed estimate DAC awards. However, the final costs must be limited to the total eligible DAC for eligible PA projects. The funds will be disbursed from the consolidated DAC PW, and the total amount of funding disbursed for DAC cannot exceed the total eligible amount included on the DAC PW (either the lock-in allowance for the most recent milestone or the final DAC lock-in allowance).



# FEMA

## RECOVERY POLICY

- b) The Recipient must ensure that any funds provided for State Management Costs made available to a Subrecipient do not duplicate any funds provided for DAC pursuant to the provisions of this policy.

3. Closeout Incentive.

To incentivize timely submission of projects for closeout, the Recipient shall withhold a 1% portion of the DAC allowance on a per project basis until the PW is submitted to the Recipient for closeout. If the objective of the closeout incentive has been met by submitting the PW to the Recipient for closeout within 90 days of the end of the project period of performance, as required by 2 CFR §200.343(a), the Recipient may disburse the additional DAC allowance for that project to the Subrecipient. Otherwise, the remaining amount will be deobligated by FEMA at closeout as a non-compliance remedy consistent with 2 CFR §200.338(b).

4. Use of Excess Funds.

The Subrecipient may use DAC excess funds for any costs otherwise eligible pursuant to Section 428(e)(1)(D) of the Stafford Act (42 U.S.C. § 5189f). Any excess funds realized on the final DAC PW will need to be identified and a request for the use of those funds presented by the Subrecipient for the Recipient and FEMA approval within 180 days of the latest project period of performance. DAC excess funds can be used for cost effective hazard mitigation activities that will reduce the risk of damage in future disasters. The Subrecipient may use the funds for hazard mitigation on facilities not damaged in the declared disaster. However, the mitigation must be applied to facilities that would otherwise be eligible for PA Program funding. Use of excess funds can also include activities that improve future PA Program operations, such as training and planning for future disaster response and recovery operations.

**IX. RESPONSIBLE OFFICE:**

Recovery Directorate (Public Assistance Division)

*Alex Amparo* 10/25/2017  
 Alex Amparo  
 Assistant Administrator  
 Recovery Directorate



# FEMA

## RECOVERY POLICY

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### APPENDIX A: Agreement for Participation

This Agreement ("Agreement") is made by and between the Federal Emergency Management Agency ("FEMA"), the State of \_\_\_\_\_ ("Recipient" or "State"), and participating Subrecipients, collectively "the Parties," as of the date of the executed Agreement. This Agreement is hereby incorporated into and made part of the disaster assistance processing for the Public Assistance Alternative Procedures for Direct Administrative Cost for Subrecipient Administrative Costs for both non-fixed estimate grants provided under sections 403, 406, and 407 of the Stafford Act, as well as fixed estimate, capped grants under section 428 of the Stafford Act. Once a Subrecipient agrees to participate in the pilot, all direct administrative costs for their obligated PWs must be included.

#### Agreement Stipulations

- A. Each Party acknowledges and agrees that the grant conditions of this Agreement constitute an agreement of FEMA, the Recipient, and the Subrecipient (by signature of the Recipient and Subrecipient) related to FEMA's discretionary eligibility determinations reflected herein and in the administrative cost PW.
- B. The Parties agree that no additional documentation outside of that described in Section VIII.C.1. of the Recovery Policy for Public Assistance Alternative Procedures for Direct Administrative Costs will be required by FEMA to substantiate the fixed estimate DAC award, pursuant to the terms of this Agreement.
- C. The Parties agree that these conditions comport with the statutes, rules, and regulations that relate to and govern awards under FEMA's Public Assistance program and Section 428 of the Stafford Act. The parties agree that these conditions do not create any liability on the part of FEMA that would be contrary to 42 U.S.C. § 5148.
- D. FEMA will deobligate funding awarded in compliance with this Agreement and memorialized in the respective PW only (1) as a remedy for non-compliance with the closeout requirement at 2 CFR § 200.343(a) pursuant to Section IV of this policy; or (2) upon a determination of fraud, waste, or abuse. FEMA recognizes that any subsequent determination that deobligates funding associated with the determinations made herein and memorialized in the respective PW could constitute a new dispute subject to appeal under 44 C.F.R. § 206.206.



# FEMA

## RECOVERY POLICY

---

In consideration of the foregoing covenants, the Parties do hereby set forth their signatures:

[Recipient Representative Name]  
[Recipient Representative Title]  
[STATE]

\_\_\_\_\_  
Date

[Subrecipient Representative Name]  
[Subrecipient Representative Title]  
[Name of Subrecipient (County, City, etc.)]

\_\_\_\_\_  
Date

[FEMA Name]  
[FEMA Title]  
Federal Emergency Management Agency

\_\_\_\_\_  
Date

The OOG has contacted us on behalf of funding available for VAWA (these are FY 14 funds that they want to use and not loss). These funds can be used for Technology and Equipment. Overall they have 100,000 of funding available and minimum application amount would be 5,000. Jefferson County would be responsible for a 29% match. Per the OOG part of this 29% could be in-kind match, the difference between the regular cost of the equipment and what Jefferson County receives it as (the discount) can be counted as "in-kind" match. If that doesn't cover the 29% we would have to bring it up to that using county funds (DA budget). There are some time restraints. We need to let OOG know this week if we would like to be considered and the purchases MUST be made by March 31<sup>st</sup> 2018. Per Lauren these are some items she needs to improve efficiency for the VAWA program.

- Adobe pro
- Printer
- Laptop
- Disks used for options class.

I just wanted to let you know about the opportunity and would love to hear your input on pursuing this opportunity. If you think it is a good option for us to apply I will work with Lauren Kemp and our Grant manager at the OOG.

Thanks!

Rebekah Patin  
Jefferson County Auditors Office  
1149 Pearl Street 7<sup>th</sup> Floor  
Beaumont, Tx 77701  
Phone (409) 835-8502  
Fax (409) 839-2369  
[rpatin@co.jefferson.tx.us](mailto:rpatin@co.jefferson.tx.us)

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE	517.15	443064	
DAWN DONUTS	45.50	443213	
ROAD & BRIDGE PCT.#1			562.65**
M&D SUPPLY	24.33	443033	
MUNRO'S	29.65	443038	
AIRGAS SOUTHWEST	67.56	443143	
ALLSERV OF TEXAS LLC	46.56	443169	
ADVANCE AUTO PARTS	106.52	443175	
ASCO	552.81	443176	
REPUBLIC SERVICES	58.50	443212	
CINTAS CORPORATION	117.04	443219	
GULF COAST	497.80	443229	
ROAD & BRIDGE PCT.#2			1,500.77**
ENTERGY	601.70	443015	
JEFFERSON COUNTY CREDIT CARDS	200.00	443163	
REPUBLIC SERVICES	94.38	443212	
ROAD & BRIDGE PCT. # 3			896.08**
DRAGO HARDWARE CO.	39.63	443003	
GULF COAST AUTOMOTIVE, INC.	45.15	443013	
ENTERGY	18.93	443014	
ENTERGY	348.10	443015	
MUNRO'S	38.40	443038	
MATHESON TRI-GAS	460.32	443065	
W. JEFFERSON COUNTY M.W.D.	27.14	443068	
SOUTHERN TIRE MART, LLC	175.80	443072	
MUNRO'S SAFETY APPAREL	154.95	443111	
ROSS RIDGE SAND COMPANY LP	1,300.00	443139	
DRAGO SUPPLY	336.24	443159	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	5.90	443185	
ROAD & BRIDGE PCT.#4			2,950.56**
W. JEFFERSON COUNTY M.W.D.	68.59	443068	
UNITED STATES POSTAL SERVICE	34.62	443098	
JEFFERSON COUNTY CREDIT CARDS	472.52	443163	
REPUBLIC SERVICES	94.38	443212	
ENGINEERING FUND			670.11**
UNITED STATES POSTAL SERVICE	2.04	443098	
PARKS & RECREATION			2.04**
ENTERGY	9.01	443014	
W. JEFFERSON COUNTY M.W.D.	54.28	443068	
GENERAL FUND			63.29**
TAX OFFICE			
SOUTHEAST TEXAS WATER	188.00	443056	
AT&T	108.24	443057	
UNITED STATES POSTAL SERVICE	2,229.42	443098	
UNITED STATES POSTAL SERVICE	45.59	443099	
COUNTY HUMAN RESOURCES			2,571.25*
UNITED STATES POSTAL SERVICE	5.30	443098	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	105.00	443218	
AUDITOR'S OFFICE			110.30*
OFFICE DEPOT	110.44	443042	
PATRICK SWAIN	263.78	443058	
UNITED STATES POSTAL SERVICE	7.53	443098	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	90.00	443163	471.75*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	278.42	443098	
UNITED STATES POSTAL SERVICE	139.44	443099	
COUNTY JUDGE			417.86*
MARILYN ADAMS	500.00	442973	
OFFICE DEPOT	438.43	443042	
UNITED STATES POSTAL SERVICE	.41	443098	
JEFF R BRANICK	645.30	443131	
HUBERT OXFORD IV	500.00	443145	
RICHARD N EVANS II	500.00	443152	
JEFFERSON COUNTY CREDIT CARDS	129.90	443163	
WILLIAM FORD DISHMAN	500.00	443184	
TARA SHELANDER	500.00	443189	
JAN GIROUARD & ASSOCIATES LLC	600.00	443217	
RISK MANAGEMENT			4,314.04*
UNITED STATES POSTAL SERVICE	18.81	443098	
COUNTY TREASURER			18.81*
UNITED STATES POSTAL SERVICE	166.25	443098	
PURCHASING DEPARTMENT			166.25*
BEAUMONT ENTERPRISE	3,159.20	443006	
PORT ARTHUR NEWS, INC.	873.00	443045	
UNITED STATES POSTAL SERVICE	3.44	443098	
JEFFERSON COUNTY CREDIT CARDS	366.83	443163	
GENERAL SERVICES			4,402.47*
COUNTY JUDGES & COMM. ASSN. OF TX	2,600.00	443000	
CURTIS 1000, INC.	922.10	443001	
CASH ADVANCE ACCOUNT	65.00	443028	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	443061	
INTERFACE EAP	1,390.50	443071	
ADVANCED STAFFING	97.50	443076	
VERIZON WIRELESS	303.92	443092	
SAM'S CLUB DIRECT	79.71	443172	
SPOK INC	3.00	443192	
DATA PROCESSING			8,161.73*
JEFFERSON COUNTY CREDIT CARDS	1,461.35	443163	
SPOK INC	12.08	443192	
VOTERS REGISTRATION DEPT			1,473.43*
SOUTHERN COMPUTER WAREHOUSE	384.80	442982	
UNITED STATES POSTAL SERVICE	225.54	443098	
ELECTIONS DEPARTMENT			610.34*
M&D SUPPLY	13.01	443033	
CUMULUS BROADCASTING, INC.	3,500.00	443080	
UNITED STATES POSTAL SERVICE	1,443.80	443098	
AT&T MOBILITY	219.48	443210	
DISTRICT ATTORNEY			5,176.29*
CRISTY SMITH	49.00	442989	
JERRY HOLMES	393.60	443023	
JEFFERSON CTY. DISTRICT ATTORNEY	13,220.00	443025	
OFFICE DEPOT	152.59	443042	
RENE MULHOLLAND	31.50	443067	
UNITED STATES POSTAL SERVICE	184.38	443098	
JEFFERSON COUNTY CREDIT CARDS	74.99	443163	

NAME	AMOUNT	CHECK NO.	TOTAL
TRANSUNION RISK AND ALTERNATIVE AMANDA HAWKINS	221.00 460.00	443197 443225	14,787.06*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING UNITED STATES POSTAL SERVICE	25.95 319.36	443030 443098	345.31*
CRIMINAL DISTRICT COURT			
DAVID GROVE DAVID W BARLOW DONALD W. DUESLER & ASSOC. MARSHA NORMAND KEVIN PAULA SEKALY PC KEVIN S. LAINE UNITED STATES POSTAL SERVICE JOHN STEVENS JR	8,750.00 4,375.00 8,750.00 8,750.00 8,750.00 900.00 26.66 60.00	442978 442986 443004 443040 443054 443077 443098 443134	40,361.66*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.90	443098	4.90*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.86	443098	2.86*
252ND DISTRICT COURT			
DAVID W BARLOW THOMAS J. BURBANK PC JIMMY D. HAMM RIFE KIMLER, LAW OFFICE OF OFFICE DEPOT MIKE VAN ZANDT BRACK JONES JR. KEVIN S. LAINE UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ ALLEN PARKER SAMUEL & SON LAW FIRM PLLC THOMAS WILLIAM KELLEY	4,375.00 900.00 5,600.62 800.00 18.86 8,750.00 8,750.00 1,987.50 58.09 900.00 8,750.00 8,750.00 800.00	442986 442988 443020 443029 443042 443066 443075 443077 443098 443118 443158 443194 443226	50,440.07*
279TH DISTRICT COURT			
DAVID GROVE OFFICE DEPOT ANITA F. PROVO BRACK JONES JR. CHARLES ROJAS JOHN D WEST JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. P. DEAN BRINKLEY WILLIAM FORD DISHMAN TARA SHELANDER DANE DENNISON MELANIE AIREY LAW OFFICE OF SOLOMON FREIMUTH	150.00 42.04 450.00 325.00 75.00 150.00 1,200.00 75.00 150.00 150.00 150.00 75.00 336.25 75.00 75.00	442977 443042 443047 443074 443079 443082 443118 443125 443162 443184 443189 443190 443198 443239	3,328.29*
317TH DISTRICT COURT			
DAVID GROVE PHILLIP DOWDEN LAIRON DOWDEN, JR. TRAVIS EVANS OFFICE DEPOT ANITA F. PROVO WENDELL RADFORD KEVIN S. LAINE CHARLES ROJAS JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C.	150.00 875.00 185.00 650.00 284.99 1,375.00 817.00 750.00 75.00 1,175.00 325.00	442977 442981 443002 443008 443042 443047 443048 443077 443079 443118 443125	

NAME	AMOUNT	CHECK NO.	TOTAL
TONYA CONNELL TOUPS	850.00	443141	
RONALD PLESSALA	700.00	443148	
LAURIE PEROZZO	500.00	443155	
ALLEN PARKER	225.00	443157	
P DEAN BRINKLEY	150.00	443162	
JONATHAN L. STOVALL	500.00	443166	
BRITTANIE HOLMES	150.00	443173	
WILLIAM FORD DISHMAN	650.00	443184	
MELANIE AIREY	600.00	443198	
LAW OFFICE OF J SCOTT FREDERICK	575.00	443199	
GORDON D FRIESZ	225.00	443207	
			11,786.99*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	40.74	443098	40.74*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	45.08	443098	45.08*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	92.72	443099	92.72*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.45	443098	
SIERRA SPRING WATER CO. - BT	58.78	443101	
COUNTY COURT AT LAW NO. 2			61.23*
BRUCE W. COBB	300.00	442996	
MARVA PROVO	750.00	443046	
UNITED STATES POSTAL SERVICE	2.04	443098	
COUNTY COURT AT LAW NO. 3			1,052.04*
JACK LAWRENCE	500.00	442979	
UNITED STATES POSTAL SERVICE	5.25	443098	
ANTOINE FREEMAN	250.00	443142	
JENNIFER MATTINGLY	550.00	443224	
THE MAYO LAW FIRM PLLC	250.00	443232	
COURT MASTER			1,555.25*
UNITED STATES POSTAL SERVICE	.82	443098	
LEXIS-NEXIS	68.00	443100	68.82*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	8.57	443098	8.57*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	58.33	442992	
COTTON CARGO	27.50	442999	
EQUINE MEDICINE & SURGERY	112.00	443007	
FAST SIGNS, INC.	3.00	443009	
FED EX	75.07	443010	
GT DISTRIBUTORS, INC.	149.68	443011	
ENTERGY	986.27	443015	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	367.00	443024	
OFFICE DEPOT	1,438.85	443042	
KEESHA GUILLORY	300.00	443078	
UNITED STATES POSTAL SERVICE	1,379.55	443098	
FIVE STAR FEED	125.00	443115	
CHIEF SUPPLY	102.39	443160	
SIRCHIE FINGER PRINT LABORATORIES	73.32	443168	
GALLS LLC	520.00	443201	
REPUBLIC SERVICES	45.00	443212	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	200.00	443218	
VECTOR SECURITY	111.00	443235	
CRIME LABORATORY			6,073.96*

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	101.53	443010	
VERIZON WIRELESS	113.97	443093	
SIRCHIE FINGER PRINT LABORATORIES	183.00	443168	
RDB SERVICES	500.00	443170	
JAIL - NO. 2			898.50*
BEAUMONT TROPHIES	75.00	442987	
CITY OF BEAUMONT - WATER DEPT.	16.00	442991	
W.W. GRAINGER, INC.	53.24	443012	
ENTERGY	33,883.78	443014	
ENTERGY	358.44	443015	
JACK BROOKS REGIONAL AIRPORT	1,453.85	443027	
WORLD FUEL SERVICES	439.35	443156	
ERIC WILLIAMS	8.42	443179	
FROGWASH PRESSURE WASHING	800.00	443180	
KROPP HOLDINGS INC	3,219.74	443182	
REPUBLIC SERVICES	2,537.00	443212	
HELICOPTER WORK AIDS	36.00	443220	
JUVENILE PROBATION DEPT.			42,880.82*
FED EX	88.42	443010	
OFFICE DEPOT	343.72	443042	
CHERYL TARVER	119.90	443070	
UNITED STATES POSTAL SERVICE	7.72	443098	
SHANNA CITIZEN	38.15	443106	
LYNN BIERHALTER	109.00	443127	
SHARON STREETMAN	43.60	443128	
JOSH CUYOS	242.52	443186	
ROXANA MITCHELL	224.54	443206	
CHRISTAL CHANNELL	130.25	443209	
KAREN RIGGS	90.47	443211	
SUMMER KENNISON	140.61	443227	
ANNIE JONES	55.59	443233	
SHERONDA LEE	192.93	443241	
JUVENILE DETENTION HOME			1,827.42*
SPIDLE & SPIDLE	1,059.45	442976	
ENTERGY	5,282.93	443015	
SANITARY SUPPLY, INC.	791.32	443053	
AT&T	691.39	443057	
FLOWERS FOODS	89.85	443116	
BEN E KEITH FOODS	154.11	443117	
VANSCHECA SANDERS-CHEVIS	500.00	443135	
EXCEL MEDICAL WASTE LLC	35.00	443202	
REPUBLIC SERVICES	550.55	443212	
CONSTABLE PCT 1			9,154.60*
UNITED STATES POSTAL SERVICE	51.13	443098	
THE PRODUCTIVITY CENTER	330.00	443102	
CONSTABLE-PCT 2			381.13*
OFFICE DEPOT	45.77	443042	
TAC - TEXAS ASSN. OF COUNTIES	230.00	443060	
CONSTABLE-PCT 4			275.77*
TRANSUNION RISK AND ALTERNATIVE	70.00	443196	
CONSTABLE-PCT 6			70.00*
UNITED STATES POSTAL SERVICE	18.50	443098	
COUNTY MORGUE			18.50*
BJ TRANSPORT SERVICE, INC.	14,300.00	442985	
FMMS HOLDINGS OF TEXAS LLC	82,250.00	443171	
AGRICULTURE EXTENSION SVC			96,550.00*

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**TOTAL**

NAME	AMOUNT	CHECK NO.	TOTAL
HIGHTECH SIGNS	8.00	443132	
ALLEN HOMANN	20.17	443221	
HEALTH AND WELFARE NO. 1			28.17*
CLAYBAR FUNERAL HOME, INC.	999.00	442993	
ENTERGY	70.00	443019	
MERCY FUNERAL HOME	1,500.00	443034	
UNITED STATES POSTAL SERVICE	94.35	443098	
TINA CHAMPAGNE	43.60	443147	
EQUIFAX WORKFORCE SOLUTIONS	99.09	443228	
HEALTH AND WELFARE NO. 2			2,806.04*
CLAYBAR FUNERAL HOME, INC.	999.00	442994	
O.W. COLLINS APARTMENTS	164.84	442997	
HANNAH FUNERAL HOME, INC.	1,500.00	443021	
MERCY FUNERAL HOME	1,500.00	443035	
UNITED STATES POSTAL SERVICE	141.95	443099	
EQUIFAX WORKFORCE SOLUTIONS	99.11	443228	
NURSE PRACTITIONER			4,404.90*
EXCEL MEDICAL WASTE LLC	35.00	443202	
CHILD WELFARE UNIT			35.00*
BEAUMONT OCCUPATIONAL SERVICE, INC.	284.80	443103	
J.C. PENNEY'S	500.49	443104	
TYMIR WILSON PAYEE	20.00	443129	
TALON BORDELON	15.00	443167	
FATIMA ZAVALA	20.00	443187	
TYRE A WELLS	20.00	443188	
TYTIANNA WELLS SIGARST	20.00	443191	
DONALD ORCHID	20.00	443195	
JAVIER ZAVALA FC	45.00	443200	
MYA ARCEAUX	20.00	443208	
KENNY ROBINSON	20.00	443222	
SHAWN MOUTON	20.00	443223	
LARRY DOYLE	20.00	443230	
FAITH DOYLE	20.00	443231	
CLYDE GAUTHIER III	20.00	443234	
STACY VELASQUEZ	20.00	443236	
DAYSI VELASQUEZ	20.00	443237	
ASHTON EMERSON	20.00	443238	
GAVEN SEBILE	20.00	443242	
ENVIRONMENTAL CONTROL			1,145.29*
ART SIGNS & DECALS	80.00	442983	
OFFICE DEPOT	1.89	443042	
INDIGENT MEDICAL SERVICES			81.89*
CARDINAL HEALTH 110 INC	32,749.11	443181	
MAINTENANCE-BEAUMONT			32,749.11*
AAA LOCK & SAFE	363.70	442971	
MARK'S PLUMBING PARTS	434.34	442972	
ENTERGY	5,280.25	443015	
M&D SUPPLY	455.28	443033	
MOORE SUPPLY, INC.	50.70	443036	
RALPH'S INDUSTRIAL ELECTRONICS	1,664.42	443051	
SANITARY SUPPLY, INC.	1,355.34	443053	
ACE IMAGEWEAR	227.88	443055	
AT&T	407.52	443057	
MSC SYSTEMS	123.75	443073	
AT&T GLOBAL SERVICES	3,053.00	443112	
CENTERPOINT ENERGY RESOURCES CORP	12,172.09	443120	
REPUBLIC SERVICES	1,651.65	443212	
MAINTENANCE-PORT ARTHUR			27,239.92*

NAME	AMOUNT	CHECK NO.	TOTAL
ALL-PHASE ELECTRIC SUPPLY	190.66	442998	
DRAGO HARDWARE CO.	2.78	443003	
NOACK LOCKSMITH	14.30	443039	
OFFICE DEPOT	183.99	443042	
ROMERO GLASS CO.	315.00	443050	
ALCODE, INC.	85.00	443083	
PARKER LUMBER	122.56	443161	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	443183	
MAINTENANCE-MID COUNTY			3,295.59*
ENTERGY	899.19	443015	
AT&T	702.81	443057	
W. JEFFERSON COUNTY M.W.D.	45.93	443068	
REPUBLIC SERVICES	141.70	443212	
SERVICE CENTER			1,789.63*
ACTION AUTO GLASS	640.03	442974	
THE MUFFLER SHOP	63.00	443037	
JEFFERSON CTY. TAX OFFICE	7.50	443084	
JEFFERSON CTY. TAX OFFICE	7.50	443085	
JEFFERSON CTY. TAX OFFICE	7.50	443086	
JEFFERSON CTY. TAX OFFICE	7.50	443087	
JEFFERSON CTY. TAX OFFICE	7.50	443088	
JEFFERSON CTY. TAX OFFICE	7.50	443089	
JEFFERSON CTY. TAX OFFICE	7.50	443090	
JEFFERSON CTY. TAX OFFICE	7.50	443091	
VOYAGER FLEET SYSTEM, INC.	18,192.04	443114	
ROBERT'S TEXACO XPRESS LUBE	203.00	443149	
TEXAS DEPARTMENT OF MOTOR VEHICLES	22.50	443203	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	443204	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	443205	
REPUBLIC SERVICES	94.38	443212	
VETERANS SERVICE			19,289.95*
UNITED STATES POSTAL SERVICE	3.68	443098	
UNITED STATES POSTAL SERVICE	.46	443099	
HILARY GUEST	100.17	443109	
MOSQUITO CONTROL FUND			104.31*
ENTERGY	754.94	443015	
MUNRO'S	49.70	443038	
AT&T	33.64	443057	
TEXAS DEPT OF AGRICULTURE	375.00	443062	
FIRST CALL	319.08	443107	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	24.63	443185	
REPUBLIC SERVICES	94.38	443212	
J.C. FAMILY TREATMENT			1,651.37**
OFFICE DEPOT	245.34	443042	
JUDY PAASCH	106.92	443119	
PATRICIA VELASCO	1,260.00	443214	
LAW LIBRARY FUND			1,612.26**
THOMSON REUTERS-WEST	128.00	443178	
O'CONNOR'S	123.00	443215	
EMPG GRANT			251.00**
VERIZON WIRELESS	265.93	443094	
GRANT A STATE AID			265.93**
HERNANDEZ OFFICE SUPPLY, INC.	60.90	443022	
COMMUNITY SUPERVISION FND			60.90**

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. COMMUNITY SUP.	1,908.39	443026	
CASH ADVANCE ACCOUNT	797.28	443028	
OFFICE DEPOT	623.19	443042	
OLMSTED-KIRK PAPER	397.50	443043	
SAM HOUSTON STATE UNIVERSITY	275.00	443052	
TEXAS DEPT OF LICENSING &	200.00	443063	
UNITED STATES POSTAL SERVICE	183.12	443098	
UNITED STATES POSTAL SERVICE	267.87	443099	
JCCSC	540.00	443165	
JEFF. CO. WOMEN'S CENTER			5,192.35**
ECOLAB	357.74	443005	
LUBE SHOP	44.48	443032	
SYSSCO FOOD SERVICES, INC.	1,156.64	443059	
TEXAS FIRE & COMMUNICATIONS	185.00	443081	
VINCENT'S A/C	250.91	443095	
TOWER COMMUNICATIONS, INC.	60.00	443096	
BEN E KEITH FOODS	1,168.28	443117	
CENTERPOINT ENERGY RESOURCES CORP	576.97	443121	
SAM'S CLUB DIRECT	187.14	443172	
MATERA PAPER COMPANY INC	106.40	443177	
SPOK INC	16.44	443192	
REPUBLIC SERVICES	117.39	443212	
CRIME VICTIMS CLEARING.			4,227.39**
KIMBERLY PHELAN, P.C.	250.00	443125	
LAW OFFICER TRAINING GRT			250.00**
OFFICE DEPOT	17.99	443042	
COUNTY RECORDS MANAGEMENT			17.99**
TEXAS ORAL HISTORY ASSOCIATION	30.00	442975	
BRUCE HAMILTON	858.92	443110	
BEAUMONT HERITAGE SOCIETY	100.00	443113	
BROADFOOT PUBLISHING COMPANY	209.00	443130	
PORT ARTHUR HISTORICAL SOCIETY	100.00	443133	
TEXAS ARCHEOLOGICAL SOCIETY	55.00	443146	
DEPUTY SHERIFF EDUCATION			1,352.92**
LAMAR STATE COLLEGE ORANGE	1,340.00	443031	
UNCLAIMED FUNDS MGMT FUND			1,340.00**
EVELYN ROSHAWN RUNNERS	40.00	443243	
HOTEL OCCUPANCY TAX FUND			40.00**
CITY OF BEAUMONT - WATER DEPT.	114.37	442991	
MUNRO'S	171.48	443038	
AT&T	182.68	443057	
LA RUE ROUGEAU	133.13	443137	
JESSIE DAVIS	44.15	443144	
SAM'S CLUB DIRECT	39.90	443172	
REPUBLIC SERVICES	94.38	443212	
SWEET SOUTHERN SOUND	79,675.00	443244	
COUNTY CLERK ELECTION CON			80,455.09**
MHC DATACOMM	3,000.00	443151	
CAPITAL PROJECTS FUND			3,000.00**
FIRST FINANCIAL BANK NA	369,835.22	443216	
AIRPORT FUND			369,835.22**
FJORD AVIATION FUELING	2,833.74	442980	
COASTAL WELDING SUPPLY	25.14	442995	

NAME

AMOUNT

CHECK NO.

TOTAL

ENTERGY	13,542.03	443017
ENTERGY	210.57	443018
CASH ADVANCE ACCOUNT	162.00	443028
OVERHEAD DOOR CO.	2,260.00	443044
RITTER @ HOME	21.85	443049
WHITE TUCKER COMPANY INC	214.34	443069
UNITED STATES POSTAL SERVICE	2.00	443098
LOWE'S HOME CENTERS, INC.	97.22	443105
HERBERT "DUKE" YOUMANS	923.05	443123
DISH NETWORK	100.51	443136
RUTTY & MORRIS LLC	575.25	443138
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	226.00	443150
UNIFIRST HOLDINGS INC	145.83	443154
CRAWFORD ELECTRIC SUPPLY COMPANY	487.75	443174
EASTERN AVIATION FUELS INC	56,554.19	443193
REPUBLIC SERVICES	713.84	443212
		79,095.31**
SE TX EMP. BENEFIT POOL		
STANDARD INSURANCE COMPANY	22,656.70	443124
RELIANCE STANDARD LIFE INSURANCE	6,033.72	443126
GROUP ADMINISTRATIVE CONCEPTS INC	135,244.87	443164
EXPRESS SCRIPTS INC	113,088.45	443240
		277,023.74**
SETEC FUND		
REPUBLIC SERVICES	465.25	443212
WORKER'S COMPENSATION FD		465.25**
TRISTRAR RISK MANAGEMENT	7,896.62	443122
PAYROLL FUND		7,896.62**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,539.00	442945
CLEAT	288.00	442946
JEFFERSON CTY. TREASURER	15,318.98	442947
RON STADTMUELLER - CHAPTER 13	150.00	442948
INTERNAL REVENUE SERVICE	475.00	442949
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,320.00	442950
JEFFERSON CTY. COMMUNITY SUP.	9,482.39	442951
JEFFERSON CTY. TREASURER - HEALTH	520,234.02	442952
JEFFERSON CTY. TREASURER - GENERAL	10.00	442953
JEFFERSON CTY. TREASURER - PAYROLL	1,727,756.94	442954
JEFFERSON CTY. TREASURER - PAYROLL	603,001.57	442955
MONY LIFE INSURANCE OF AMERICA	116.23	442956
POLICE & FIRE FIGHTERS' ASSOCIATION	2,630.29	442957
TGSLC	943.49	442958
US DEPARTMENT OF EDUCATION	214.32	442959
JEFFERSON CTY. TREASURER - TCDRS	653,010.36	442960
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,564.99	442961
JEFFERSON COUNTY TREASURER	2,850.57	442962
JEFFERSON COUNTY - TREASURER -	7,057.25	442963
NECHES FEDERAL CREDIT UNION	45,716.78	442964
JEFFERSON COUNTY - NATIONWIDE	52,067.58	442965
WILLIAM E HEITKAMP	748.53	442966
JOHN TALTON	2,066.15	442967
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	442968
BELINDA M ZURITA	230.77	442969
CONSERVE	165.11	442970
		3,665,008.17**
GUARDIANSHIP FEE		
LAIRON DOWDEN, JR.	200.00	443002
MARINE DIVISION		200.00**
AVIALL	473.29	442984
CHEMAX CORP.	2,578.33	442990
GT DISTRIBUTORS, INC.	793.70	443011
LAMAR STATE COLLEGE ORANGE	2,260.00	443031
AERO PRODUCTS	37.00	443108
THE DINGO GROUP-PETE JORGENSEN MARI	1,180.70	443140

PGM: GMCOMMV2

DATE  
02-12-2018PAGE: 10  
48

NAME

AMOUNT

CHECK NO.

TOTAL

INTERSTATE ALL BATTERY CENTER - BMT	132.94	443153	7,455.96**
ASAP - CONSTABLE			
TRISTAR RISK MANAGEMENT	546.78	443122	546.78**
SHERIFF - COMMISSARY			
JEFFERSON COUNTY CREDIT CARDS	54.77	443163	54.77**
			4,916,921.13***

**AGENDA ITEM****February 12, 2018**

Receive and file executed Letter of Cooperative Agreement between the Jefferson County Sheriff's Office and the Rape and Suicide Crisis Center.



# Crisis Center



*"Helping to Rebuild Hopes, Lives and Dreams"*

## RAPE AND SUICIDE CRISIS OF SOUTHEAST TEXAS, INC.

December 6, 2017

Mrs. Zena Stephens, Sheriff  
1001 Pearl St. Suite 103  
Beaumont, TX 77701

Dear Mrs. Stephens,

The Rape & Suicide Crisis Center would like to thank you for your participation in the administration of the Cooperative Working Agreement as developed by the Attorney General Office's Sexual Assault Prevention & Crisis Services Division. Enclosed you will find a copy of our current Cooperative Working Agreement. Please review the document and make any changes that might be necessary, if no changes are necessary, then sign and return as soon as possible. If changes are needed, we will adjust them upon receipt, to your specifications and they will be sent to you for final signature.

Your prompt response to our request will be much appreciated. It is crucial that we have these in place to insure a continuum of services for victims of sexual assault, both primary and secondary.

For your convenience, we have enclosed a self-addressed stamped envelope. You may fax this copy along with any revisions to our office at (409) 832-4324 or E-Mail us at [crisiscenterofsoutheasttexasinc@gmail.com](mailto:crisiscenterofsoutheasttexasinc@gmail.com)

Again, thank you for your past, current and future services to sexual assault survivors and their families.

Sincerely,

Cheryl Williams,  
Executive Director

## *Cooperative Working Agreement* **2018-2020**

*This working agreement is recognized as a cooperative collaboration between each agency listed below. The purpose is to provide a continuum of services as needed for sexual assault survivors and other victims of crime. The signature of each agency's representatives acknowledges proof of cooperation.*

*The District Attorney's Office of Jefferson County, Tyler County, and Orange County agrees to:*

- Designate a liaison to serve on the Sexual Assault Response Team (SART) and to serve as the agency's contact person;
- Use Sexual Assault Nurse Examiners (SANEs) as witnesses during a sexual assault trial;
- Provide reasonable notification of upcoming trials to the SANE who will be called to testify;
- Meet with the SANE prior to a trial to review the case; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*The Jefferson and Orange County Sheriffs Office & Police Departments of Beaumont, Groves, Nederland, Port Arthur, Vidor, Orange, Bridge City, Port Neches & Tyler County agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer sexual assault patients to the **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team**, as appropriate;
- Follow established protocol to notify SANE team that a sexual assault survivor is being transported;
- Provide a case or incident report number;
- Receive forensic evidence that has been collected from the survivor and/or perpetrator;
- Follow law enforcement established protocol regarding evidence collection and storage; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*Rape & Suicide Crisis of Southeast Texas, Inc. agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer sexual assault survivors at **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team**, as appropriate;
- Demonstrate an average 60 minute response time from time call is received to time advocate arrives in the emergency department;
- Follow established protocols with **CHRISTUS St. Elizabeth Hospital, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas** for advocates in the examining room;
- Be available for survivors of all ages, their family members and friends;
- Maintain communication and contact with SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*The Garth House agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer child survivors of sexual assault to **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services , Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team** as appropriate;

- Demonstrate an average 60 minute response time from time is received to time advocate arrives in the emergency department;
- Follow established protocols with **CHRISTUS St. Elizabeth Hospital, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas** for advocates in the examining room;
- Be available for survivors of all ages, their family members and friends;
- Maintain communication with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*The Texas Department of Family and Protective Services (CPS) agrees to:*

- Designate a liaison for the SART to contact;
- Refer child survivors of sexual assault to **CHRISTUS St. Elizabeth Hospital SANE team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE team** as appropriate;
- Contact Court Appointed Special Advocates liaison if child is in foster care system;
- Maintain communications and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Assault Task Force Meeting.

*Child Abuse & Forensic Services agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Demonstrate an average sixty (60) minute response from the time of call received to time SANE arrives in Emergency Department;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- SANEs will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings

*The Sane Team of CHRISTUS Hospital Agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- Demonstrate an average sixty (60) minute response from the time of call received to time SANE arrives in Emergency Department;
- If a child survivor has Court Appointed Special Advocate CHRISTUS Hospital agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;

- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- CHRISTUS Hospital will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*Court Appointed Special Advocates agree to:*

- Designate a liaison for the Southeast Texas Sexual Assault Task Force to contact.
- Demonstrate a thirty-minute response from time of call received to time advocate arrives in emergency room. (Call is to liaison.)
- Follow established protocol regarding SETX Sexual Assault Task Force for advocates in the examining room.
- Be available for survivor's ages 0-17 who are already in the custody of CPS and CASA is already appointed by the courts.
- The advocate arrives as soon as possible and assists the victim throughout the medical and police procedures.
- With the advocate present to provide support, the forensic examiner and police will briefly confer to coordinate their questioning and reduce repetition.
- Advocate will remain in the room to provide support during the exam as well, at the discretion of the patient.
- The advocate will make arrangements to contact the victim for follow-up support, and legal advocacy.

*Medical Center of Southeast Texas*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- If a child survivor has a court appointed special advocate Medical Center of Southeast Texas agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- Medical Center of Southeast Texas will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*Baptist Hospital of Southeast Texas Beaumont*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- If a child survivor has court appointed special advocate Baptist Hospital of Southeast Texas Beaumont agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- Baptist Hospital of Southeast Texas Beaumont will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*Cooperative Working Agreement*  
*Signature Page*

*Cheryl Williams*

Cheryl Williams, Executive Director  
Rape & Suicide Crisis of S.E. Texas

*12/11/17*

Date

*Z - Stephens*

Zena Stephens, Sheriff  
Jefferson County Sheriff's Office

*12/12/17*



**COASTAL EROSION PLANNING AND RESPONSE ACT  
PROJECT COOPERATION AGREEMENT  
GLO CONTRACT NO. 18-251-000-A895  
CEPRA PROJECT NO. 1658**

This project cooperation agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (the “GLO”) and **JEFFERSON COUNTY**, the Qualified Project Partner (“QPP”), each a “Party” and collectively “the Parties,” under the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613 (“CEPRA” or the “Act”) for CEPRA Project No. 1658, titled “McFaddin National Wildlife Refuge Beach Ridge Restoration Project Phase 2.”

**ARTICLE 1 – GENERAL PROVISIONS**

**1.01 PURPOSE**

The purpose of this Contract is to set forth the terms and conditions for cooperation between the Parties in a CEPRA project managed by the GLO, with funding provided by the GLO and QPP.

**1.02 CONTRACT DOCUMENTS**

The GLO and QPP hereby agree that this Contract and the following documents, which are attached or incorporated herein for all purposes in their entirety, shall govern the Contract:

**ATTACHMENT A: PROJECT WORK PLAN AND BUDGET**

**ATTACHMENT B: GENERAL AFFIRMATIONS**

**1.03 DEFINITIONS**

“Account” means the coastal erosion response account as defined in Section 33.604 of the Texas Natural Resources Code.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and Title 2, Part 200, Code of Federal Regulations.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or incorporated by reference, as if physically attached.

“Budget” means the cost share budget for the Project, as detailed in **Attachment A** to this Contract, the Project Work Plan and Budget.

“CEPRA” or the “Act” means the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein in its entirety for all purposes, which QPP affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Project” means the activities described in **SECTION 2.01** and detailed in the Work Plan in **Attachment A** of this Contract.

“Partner Match” means the amount contributed by QPP and all funding sources other than the CEPRA Account to pay the shared Project costs set forth in the Budget.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Qualified Project Partner” or “QPP” means Jefferson County.

“Work Plan” means the methodology, means, and manner in which the Project shall be accomplished, as detailed in **Attachment A** of this Contract, the Project Work Plan and Budget.

#### 1.04 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including without limitation.”
- (d) Unless otherwise expressed provided, references to contracts (including this Contract) include all subsequent amendments and other modifications thereto, to

the extent that such amendments and other modifications are not prohibited by the terms of this Contract.

- (e) Unless otherwise provided, references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (g) All Attachments to this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract.
- (h) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters. Each such limitation, regulation, and policy is cumulative and each shall be performed in accordance with its terms.
- (i) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding, the GLO shall not shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it.
- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (l) Time is of the essence in this Contract.
- (m) If the provisions of this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: Signed Contract, Attachment A, Attachment B.

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## ARTICLE 2 – SCOPE OF PROJECT

### 2.01 PROJECT REQUIREMENTS

The Parties shall work together to operate under current USACE permit SWG-2015-00444, to address permit requirements, update and extend a previously compiled sand source investigation, for the beach ridge and beach nourishment along the shoreline at the McFaddin National Wildlife Refuge (the “Project”). The Parties agree the GLO will act as the agent of QPP in the performance of the requirements of the permit and the sand source study and expansion. The Parties also agree to enter into an agreement to address coordination of the expanded project after it is funded by RESTORE, NFWF, and NRDA. The Project shall be performed in accordance with this Contract and all Attachments, including the Project Work Plan and Budget in **Attachment A** and the General Affirmations in **Attachment B**.

The Work Plan or Budget may be amended by written agreement of the Parties if initiated by the GLO or by QPP’s submission of a written request and detailed justification to the GLO Project Manager listed in **SECTION 2.02**. Amendments to the Work Plan or Budget may delay performance of the Project. **QPP IS SOLELY RESPONSIBLE FOR ANY COSTS INCURRED WHILE AWAITING APPROVAL OF AMENDMENTS REQUESTED BY QPP.**

### 2.02 PROJECT MANAGERS

The designated Project Managers for this Project are:

#### **GLO**

Kelly Brooks, Project Manager  
Texas General Land Office  
Coastal Resources Division  
P. O. Box 12873  
Austin, TX 78711-2873  
Tel: (512) 463-2198  
E-mail: [kelly.brooks@glo.texas.gov](mailto:kelly.brooks@glo.texas.gov)

#### **QPP**

Hon. Jeff R. Branick, County Judge  
Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701  
Tel: (409) 835-8466  
E-mail: [jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)

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## ARTICLE 3 - TERM

### 3.01 DURATION

This Contract shall be effective as of the date executed by the last Party, and shall terminate upon completion of the Project in the sole determination of the GLO, or on August 31, 2022, whichever occurs first. The GLO, at its own discretion, may extend this Contract, upon terms mutually agreeable to the Parties. Any work QPP performs before this Contract is effective or after it ceases to be effective are performed at QPP's sole risk.

### 3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, QPP shall cease any work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

### 3.03 ABANDONMENT OR DEFAULT

If QPP abandons work or defaults on the Contract, the GLO reserves the right to terminate the Contract without notice.

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## ARTICLE 4 – FUNDING

### 4.01 TOTAL PROJECT BUDGET

All expenses associated with the performance of this Contract will be paid by the Parties in accordance with the Budget, attached hereto as **Attachment A**, in an amount not to exceed **EIGHT HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$865,000.00)**.

### 4.02 CEPRA ACCOUNT

The total amount to be expended by the GLO from the CEPRA Account will not exceed **FIVE THOUSAND DOLLARS (\$5,000.00)**.

### 4.03 QPP CONTRIBUTION

QPP shall provide a total of **EIGHT HUNDRED SIXTY THOUSAND DOLLARS (\$860,000.00)**, as Partner Match towards the Project Budget. QPP shall pay this amount in full to the GLO no later than thirty (30) days following receipt of the GLO's written request for payment, which may be delivered by electronic mail, regular mail, or facsimile transmission. QPP shall send payment to the address provided for payment of the Partner Match as set forth in **SECTION 4.04**.

### 4.03 PARTNER MATCH

The Act requires QPP to provide matching funds for not less than twenty-five percent (25%) of shared Project costs. The Act's requirement is satisfied by the Partner Match, which includes the sum to be contributed by QPP under **SECTION 4.03**.

The Partner Match shall prominently display "GLO Contract No. **18-251-000-A895**." QPP shall submit the Partner Match to:

#### **GLO – For Partner Match**

Texas General Land Office

Coastal Erosion Planning and Response Act (CEPRA)-MATCH

Mail Code 151

P.O. Box 12873

Austin, TX 78711-2873

Attn: Katelyn Cassidy

**QPP'S FAILURE TO SUBMIT PAYMENT AS INSTRUCTED MAY SIGNIFICANTLY DELAY THE PROJECT.**

### 4.04 ALTERNATIVE SOURCE FUNDING

The Parties shall cooperate to investigate and secure funding from sources other than the CEPRA Account for the project and its maintenance. Alternative sources of funding acquired by QPP after the execution of this Contract may be used to meet the Partner Match.

## ARTICLE 5 - STATE FUNDING

### 5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by QPP for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to QPP, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

### 5.02 GENERAL AFFIRMATIONS

To the extent they apply, QPP certifies it has reviewed the General Affirmations in **Attachment B** and that QPP is in compliance with all the requirements contained therein.

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## ARTICLE 6 – RECORDS, AUDIT, RETENTION, AND DISCLOSURE

### 6.01 BOOKS AND RECORDS

QPP shall keep and maintain full, true, and complete records in accordance with GAAP or GASB, whichever is applicable, as necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract, other applicable agreements, and all state and federal rules, regulations, and statutes.

### 6.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of QPP and its any of its subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. QPP shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through QPP and the requirement to cooperate is included in any subcontract it awards.
- (c) State agencies authorized to audit and inspect QPP, its records, subcontractors, and subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Provider, its records, subcontractors, and subcontractors' records include: the relevant federal agency(ies), the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

### 6.03 PERIOD OF RETENTION

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

#### **6.04 CONFIDENTIALITY**

To the extent permitted by law, QPP and the GLO shall keep all information confidential, in whatever form produced, prepared, observed, or received by QPP or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by QPP or the GLO; or (c) information that QPP or the GLO are otherwise required to keep confidential by this Contract. Furthermore, QPP will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning this Contract without the prior written consent of the GLO.

#### **6.04 PUBLIC RECORDS**

The GLO may post this Contract on its website. Information related to his Contract and its performance may be subject to the Public Information Act and will be withheld or disclosed in accordance therewith. QPP shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. QPP shall make any information required under the Public Information Act available to the GLO in portable document file ("pdf") format or any other format agreed between the parties. By failing to mark as "confidential" or a "trade secret" any information QPP believes to be excepted from public disclosure, QPP waives all claims it may make against the GLO for releasing such information without prior notice to QPP. QPP shall notify the GLO's Office of General Counsel within twenty-four hours of QPP's receipt of any third party written requests for information, and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov).

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## ARTICLE 7 - INTELLECTUAL PROPERTY

### 7.01. OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and QPP hereby irrevocably assigns to the GLO, all ownership right, title, and interest in and to all Intellectual Property acquired or developed by either Party pursuant to this Contract, including without limitation all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed under this Contract. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- (b) QPP must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute such documents, as required to perfect the rights granted to the GLO herein without any charge or expense beyond the stated amount payable to QPP for the services authorized under this Contract.

### 7.02 COPYRIGHT

- (a) QPP agrees and acknowledges that all expressive content subject to copyright protection, including without limitation all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed pursuant to this Contract (individually, a "Work," and collectively the "Works"), will be made the exclusive property of the GLO. QPP acknowledges that each Work is a "work made for hire" under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.
- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, QPP hereby irrevocably assigns to the GLO ownership of all right, title and interest in and to the Works or such portion of any Work, including without limitation the entire and exclusive copyright in the Works and all rights associated with the copyright, including but not limited to reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.
- (c) QPP must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO defined herein without any charge or expense beyond the stated amount payable to QPP for the services authorized under this Contract.

### 7.03 PUBLICATION

Reports, publications, presentations, and any other materials produced by QPP that pertain in any way to the Project, CEPRA Project No. 1658, or this Contract shall carry on the front cover or title page, appropriate acknowledgement of financial or other support by the GLO and all federal entities providing funds or other support for the Project, as applicable.

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## ARTICLE 8 - MISCELLANEOUS PROVISIONS

### 8.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code, Self-Insurance by Governmental Units, QPP is self-insured and, therefore, is not required to purchase insurance.

### 8.02 LEGAL OBLIGATIONS

QPP shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by QPP for the performance of this Contract. QPP will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. QPP agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

### 8.03 INDEMNITY

**AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT IT IS LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM ITS ACTS OR OMISSIONS. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF QPP, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF QPP THEN, IN SUCH EVENT, QPP AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION, INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL, AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT QPP IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND QPP'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS INCURRED BY QPP, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY QPP TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF QPP MUST BE APPROVED BY QPP.**

#### **8.04 RELATIONSHIP OF THE PARTIES**

QPP is associated with the GLO only for the purposes and to the extent specified in this Contract. QPP is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of QPP or any other party. QPP shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

#### **8.05 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, QPP shall comply with all applicable federal, state, and local laws, ordinances, and regulations. QPP shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. QPP is deemed to know of and understand all applicable laws and regulations.

#### **8.06 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**If to the GLO:**

Texas General Land Office  
1700 Congress Avenue  
Austin, TX 78701  
Attention: Office of General Counsel

**If to QPP:**

Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701  
Attention: Hon. Jeff R. Branick, County Judge

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

#### **8.07 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. QPP irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Texas, GLO, or QPP.

#### **8.08 DISPUTE RESOLUTION**

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code or an alternative dispute resolution procedure authorized by Chapter 2009 of the Texas Government Code, as applicable, to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

#### **8.09 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract, its integrated Attachments, and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Additional or conflicting terms in such Attachments and/or purchase order shall be harmonized with this Contract to the extent possible. Unless an integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, conflicts in language shall be construed consistently with the terms of this Contract.

#### **8.10 PROPER AUTHORITY**

Each Party hereto represents and warrants that (1) it has authority to perform under this contract under authority granted in Chapter 791, Texas Government Code, and (2) the person executing this Contract on its behalf has full power and authority to enter into this Contract.

#### **8.11 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by QPP within thirty (30) days of receipt, this Contract may be declared null and void, in the sole discretion of the GLO.

#### **8.12 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of competent jurisdiction, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not render any other provision or provisions of this Contract unenforceable.

#### **8.13 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may, at its sole discretion, terminate this Contract immediately upon written notification to QPP.

#### **8.14 SURVIVAL OF TERMS AND PROVISIONS**

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any QPP claim for damages to the amount of funds appropriated for payment but not yet paid to QPP; ownership; intellectual property; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; QPP’s obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for QPP or any subcontractors for the performance of this Contract; indemnity; relationship of the parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; default; and amendment. Terms and conditions that, explicitly or by their nature, evidence the Parties’ intent that they should survive the termination or expiration of this Contract shall so survive.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. 18-251-000-A895  
CEPRA PROJECT NO. 1658**

**GENERAL LAND OFFICE**

Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

Date of execution: \_\_\_\_\_

OGC SCA  
DIV CLB  
DIV KF  
DIR MP  
DD BT  
SDD GP  
GC JG

**JEFFERSON COUNTY**

By: \_\_\_\_\_  
Title: County Judge, Jefferson County

Date of execution: \_\_\_\_\_

**ATTACHMENTS TO THIS CONTRACT:**

**ATTACHMENT A: PROJECT WORK PLAN AND BUDGET**  
**ATTACHMENT B: GENERAL AFFIRMATIONS**

**ATTACHMENTS FOLLOW**

**MCFADDIN NATIONAL WILDLIFE REFUGE BEACH  
RIDGE RESTORATION PROJECT PHASE 2  
CEPRA PROJECT No. 1658**

**SAND SOURCE INVESTIGATION/PERMIT REQUIREMENTS WORK PLAN**

1. To operate under current USACE Permit No. SWG-2105-00444, address permit requirements, and update and extend a previously compiled sand source investigation, the GLO shall:
  - a. Operate restoration efforts under current USCE Permit No. SWG-2015-00444.
  - b. Work as the acting agent for Jefferson County for performing permitting requirements, and completing reports.
  - c. Identify, document, and confer with the Qualified Project Partner on the location and extent of the sand source investigation area.
  - d. Contract with professional services providers to:
    - Update the sand source investigation and determine the need for extending the current sand source borrow area;
    - carry out any water-quality, bathymetric, or beach surveys as required by permit;
  - e. Provide financial point of contact and all invoices for payment to QPP financial department.
  - f. Communicate with QPP about the status and progress of the project.
  - g. Enter into an agreement that addresses how the Parties will coordinate the expansion of the project after it has been funded by RESTORE, NRWF, and NRDA.
2. To operate under current USACE Permit No. SWG-2105-00444, address permit requirements, and update and extend a previously compiled sand source investigation, the Qualified Project Partner (Jefferson County) shall:
  - a. Allow the GLO to operate and act as an agent for Jefferson County under current USACE Permit No. SWG-2015-00444 to complete restoration efforts.
  - b. Confer and cooperate with the GLO on permitting requirements, reporting, and update and extension of the sand source investigation area
  - c. Confer and cooperate with the GLO on the selection of any professional service providers.
  - d. Provide financial point of contact and review provided invoices or reports.
  - e. Communicate with the GLO about matters relevant to the project.
  - f. Enter into an agreement that addresses how the Parties will coordinate the expansion of the project after it has been funded by RESTORE, NRWF, and NRDA.

**BUDGET**  
**MCFADDIN NWR BEACH RIDGE RESTORATION**  
**PROJECT PHASE 2**  
**CEPRA PROJECT NO. 1658**

**PROJECT COSTS**

<b>CEPRA CONTRIBUTION</b>	<b>AMOUNT</b>
CEPRA Cycle 9	\$5,000.00
<b>TOTAL CEPRA FUNDS NOT TO EXCEED</b>	<b>\$5,000.00</b>

**COST SHARE SUMMARY**

<b>QUALIFIED PROJECT PARTNER (QPP):</b>	
Jefferson County Cash (Direct DWH Funds)	\$860,000.00
<b>QPP Total Contribution</b>	<b>\$860,000.00</b>
<b>TOTAL PROJECT CONTRIBUTIONS NOT TO EXCEED</b>	<b>\$865,000.00</b>

#### GENERAL AFFIRMATIONS

QPP agrees without exception to the following affirmations, to the extent they apply:

1. QPP certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. QPP certifies that neither QPP nor any firm, corporation, partnership, or institution represented by QPP or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. QPP certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of QPP and QPP qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [QPP] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [QPP] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. In accordance with Texas Government Code Section 669.003 (relating to contracting with executive head of a state agency), by entering into the Contract, QPP certifies that either: (1) it is not the executive head of the GLO, was not at any time during the past four years the executive head of the GLO, and does not employ a current or former executive head of a state agency; or (2) QPP and the GLO have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board. QPP acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.
7. QPP agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, QPP owes to the State of Texas.
8. The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will cross-reference QPPs/vendors with the federal System for Award Management

Attachment B  
GLO Contract No. 18-251-000-A895  
Page 2 of 2

(<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

9. QPP certifies that: 1) it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) it is in compliance with the State of Texas statutes and rules relating to procurement; and 3) it is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.
10. Under Section 2155.006(b) of the Texas Government Code, the GLO may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, QPP certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
11. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. QPP shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through QPP and the requirement to cooperate is included in any subcontract it awards.
12. QPP understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. QPP may report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

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## Certificate Of Completion

Envelope Id: 17AB979AFE44403CB2439AF156D18236

Status: Sent

Subject: RUSH New \$285k Contract: 18-251-000-A895 Jefferson County (Texas General Land Office)

Source Envelope:

Document Pages: 24

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 7

Cliff Calley

AutoNav: Enabled

1700 Congress Ave

EnvelopeId Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

cliff.calley@glo.texas.gov

IP Address: 204.65.210.218

## Record Tracking

Status: Original

Holder: Cliff Calley

Location: DocuSign

2/2/2018

cliff.calley@glo.texas.gov

### Signer Events

Scottie Aplin

### Signature

scottie.aplin@glo.texas.gov



### Timestamp

Legal Services

Sent: 2/2/2018

Texas General Land Office

Viewed: 2/5/2018

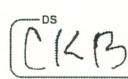
Security Level: Email, Account Authentication  
(None)

Signed: 2/5/2018

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kelly Brooks



Sent: 2/5/2018

kelly.brooks@glo.texas.gov

Viewed: 2/5/2018

Texas General Land Office

Signed: 2/5/2018

Security Level: Email, Account Authentication  
(None)

Using IP Address: 204.65.210.192

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kevin Frenzel



Sent: 2/5/2018

kevin.frenzel@glo.texas.gov

Viewed: 2/5/2018

Texas General Land Office

Signed: 2/5/2018

Security Level: Email, Account Authentication  
(None)

Using IP Address: 204.65.210.230

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Melissa Porter



Sent: 2/5/2018

melissa.porter@glo.texas.gov

Viewed: 2/5/2018

Texas General Land Office

Signed: 2/5/2018

Security Level: Email, Account Authentication  
(None)

Using IP Address: 174.207.0.140

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Green



Sent: 2/5/2018

david.green@glo.texas.gov

Viewed: 2/5/2018

Legal Services

Signed: 2/5/2018

Texas General Land Office

Using IP Address: 204.65.210.6

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Greg Pollock greg.pollock@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)		Sent: 2/5/2018 Viewed: 2/5/2018 Signed: 2/5/2018
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	Using IP Address: 107.77.219.166 Signed using mobile	
Jeff Gordon jeff.gordon@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)		Sent: 2/5/2018 Viewed: 2/5/2018 Signed: 2/5/2018
	Using IP Address: 204.65.210.210	
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jeff Branick jbranick@co.jefferson.tx.us County Judge, Jefferson County Security Level: Email, Account Authentication (None)		Sent: 2/5/2018 Viewed: 2/7/2018
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Mark Havens mark.havens@glo.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kelly McBride kelly.mcbride@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/2/2018
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Sonya Patterson sonya.patterson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/2/2018
<b>Electronic Record and Signature Disclosure:</b>		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Janette Gibreal janette.gibreal@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/5/2018
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tracey Pitts tracey.pitts@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/5/2018 Viewed: 2/5/2018
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/5/2018
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Donna Torres donna.torres@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
George P. Bush georgep@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Katelyn Cassidy katelyn.cassidy@glo.texas.gov Budget Analyst Texas General Land Office Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Debby French debby.french@glo.texas.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2018
Payment Events	Status	Timestamps



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of February, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

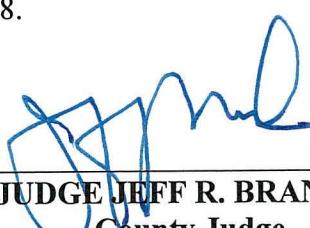
**BE IT RESOLVED** that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for September 1, 2018 through August 31, 2018 from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

**WHEREAS**, the Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

**NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS** approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

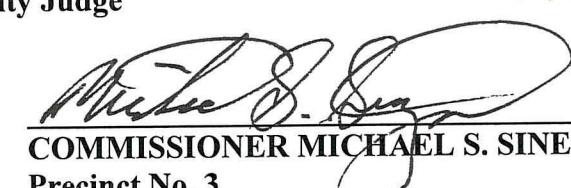
**Grant No. 1346621**

Signed this 12th of February, 2018.

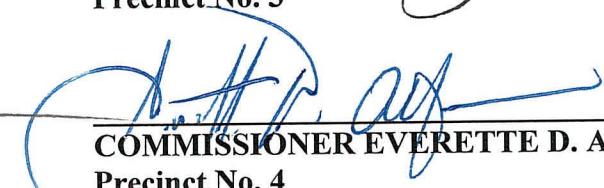
  
**JUDGE JEFF R. BRANICK**  
 County Judge



  
**EDDIE ARNOLD**  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

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

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

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



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

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

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

February 7, 2018

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of January 31, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.592%. The interest rate on funds invested in an investment account at Wells Fargo is currently .30%.

The 90 day Treasury discount rate on January 31, 2018 was 1.48% and the interest on your checking accounts for the month of January was .30%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda February 12, 2018, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for January, 2018,  
 including the year to date total earnings on County funds.

# JEFFERSON COUNTY

## MONTH END JANUARY 31, 2018 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCrued from PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)		
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Jan-18	\$7,744.68	\$7,744.68	100	0.300%	31-Jan-18		NONE	31	31	7580310396	WELLS FARGO	\$7,744.68		\$7,744.68	
CDs and Securities																
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	506	1095	3136G3RD9	WELLS SECURITIES	\$1,977,520.00	\$98.88	\$3,055.56	\$27,500.00	\$1,980,575.56
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	506	1095	3136G3R9W	NATIONAL ALLIANCE	\$1,976,380.00	\$98.82	\$3,111.11	\$28,000.00	\$1,979,471.11
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	607	1095	3134G4HWT	NATIONAL ALLIANCE	\$1,968,140.00	\$98.41	\$8,402.78	\$25,000.00	\$1,976,542.78
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Jan-17	18-Oct-19	625	1095	3134G4P5	NATIONAL ALLIANCE	\$1,957,820.00	\$97.89	\$7,438.89	\$26,000.00	\$1,965,288.89
FNMA 1.80%	16-Oct-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-17	989	1095	3136G4PQ	COASTAL SECURITIES	\$1,966,360.00	\$98.32	\$10,500.00	\$0.00	\$1,976,860.00
FHLB 1.95%	06-Nov-17	\$2,000,000.00	\$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	1009	3130ACLP7	COASTAL SECURITIES	\$1,976,880.00	\$98.84	\$9,208.33	\$52,000.00	\$1,986,088.33	
FHLB 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	1094	1096	3130ADC26	NATIONAL ALLIANCE	\$2,487,850.00	\$99.51	\$305.56	\$0.00	\$2,488,155.56
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	569	1095	3134GAAF1	COASTAL SECURITIES	\$3,949,040.00	\$98.73	\$22,822.22	\$22,000.00	\$3,951,882.22
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	695	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,966,440.00	\$98.32	\$2,927.78	\$15,500.00	\$1,969,387.78
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	880	1095	3134GBVT6	NATIONAL ALLIANCE	\$1,969,700.00	\$98.49	\$3,022.22	\$16,905.56	\$1,972,722.22
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	905	1096	3134GBZ5	NATIONAL ALLIANCE	\$1,974,220.00	\$98.71	\$719.44	\$18,500.00	\$1,974,939.44
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	377	1096	05580ADTB	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,588.52	\$5,017.41	\$249,588.52
ICD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,000.00	100	1.600%	13-Nov-18	None	286	1096	254672WLB	WELLS SECURITIES	\$248,000.00	\$100.00	\$869.70	\$7,946.87	\$248,869.70
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.600%	13-Nov-18	None	286	1096	02006LV03	WELLS SECURITIES	\$248,000.00	\$100.00	\$866.88	\$7,946.87	\$248,866.88
* (Investment CDs)																
INVESTMENT ACCT																
CDs and Securities																
TOTALS ALL ACCTS:		\$25,499,744.68	\$25,500,427.63													
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF JANUARY 31, 2018																
MARKET VALUE OF PLEDGE SECURITIES		\$213,212,220.98														
BALANCE IN ALL ACCOUNTS:		\$98,367,129.72														
OVER OR (UNDER) AMOUNT:		\$114,845,091.26														
216.75%																
<b>JANUARY, 2018, JEFFERSON COUNTY INVESTMENT MATURITIES</b>																
<b>MATURED SECURITIES AND INTEREST EARNED</b>																
SECURITY DESCRIPTIVE	PURCHASE DATE	PAR AMOUNT	PRICE PAID	EX-PREC. YIELD	MATURITY DATE	Coupon Pay	# DAYS	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	Current Price	ACCrued from PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)		
POOLED CASH ACCOUNT	01-Jan-18	\$7,744.68	\$7,744.68	0.300%	31-Jan-18		31	7580310386	WELLS FARGO	\$1.77						
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Jan-18	1096	3134GBZ5	NATIONAL ALLIANCE	\$18,500.00	<b>COUPON</b>				
CHECKING INTEREST																
POOLED CASH ACCT		JANUARY INTEREST														
OTHER COUNTY ACCTS		JANUARY INTEREST														
TAX LICENSE ACCT		DECEMBER INTEREST														
<b>TOTAL</b>		<b>\$2,007,744.68</b>	<b>\$2,007,744.68</b>								<b>\$36,374.88</b>	<b>\$36,374.88</b>				

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act. The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

*Tim Farness, Jefferson County Investment Officer*

FISCAL YEAR 2017-2018			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	1.130%	\$23,413.26	0.300%
NOVEMBER	1.239%	\$15,349.08	0.300%
DECEMBER	1.420%	\$71,947.03	0.300%
JANUARY	1.480%	\$36,374.88	0.300%
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 147,084.25	



Local Government Assistance Program  
Beaumont District  
2018

MATERIAL REQUEST

The allocated value of materials for Jefferson County for FY 2018 is \$24,568.

TxDOT will provide 2,457 cubic yards of Mixed RAP (recycled asphaltic pavement) to Jefferson County valued at \$10/CY to fulfill the County's allotment. Please indicate the County's choices below, sign and date, and return by USPS or email within 45 days to complete the County's written request for the available material.

LOCATION	PRECINCT	QUANTITY REQUESTED (CY)
US 69 SB (Cardinal Drive) @ Sulphur Plant Rd Jefferson County  1,000 CY available at this location	Precinct 1 Precinct 2 Precinct 3 Precinct 4	_____ CY _____ CY _____ CY 687 CY
FM 3514 @ SP 93 Jefferson County  1,200 CY available at this location	Precinct 1 Precinct 2 Precinct 3 Precinct 4	643 CY _____ CY 538 CY _____ CY
SH 73 @ County Line Road Jefferson County  600 CY available at this location	Precinct 1 Precinct 2 Precinct 3 Precinct 4	_____ CY 589 CY _____ CY _____ CY
TOTAL		2457 CY Should = 2,457

Requested By:

  
The Honorable Jeff Branick

Date

2-12-18

PLEASE RETURN TO: TEXAS DEPARTMENT OF TRANSPORTATION  
ATTN: DEBBIE HALLAM  
8350 EASTEX FREEWAY  
BEAUMONT, TX 77708

OR EMAIL TO: debbie.hallam@txdot.gov

January 12, 2018



RECEIVED JAN 19 2018

85

## Texas Department of Transportation

8350 EASTEX FREEWAY | BEAUMONT, TEXAS 77708-1701 | (409) 892-7311 | WWW.TXDOT.GOV

January 12, 2018

*Don*

The Honorable Jeff Branick  
Judge of Jefferson County  
1149 Pearl Street  
Beaumont, Texas 77701

RE: 2018 Local Government Assistance Program

Dear Judge Branick:

In past years the Texas Department of Transportation (TxDOT) has provided materials to the counties through the Local Government Assistance Program (TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule §29.3, Rider 19). The rules for this program were established based on Transportation Code §201.706, Local Government Assistance, in 1997. The rule requires TxDOT to provide materials to the counties to assist in repairing and maintaining county roads damaged by the impact of the 2060 Weight Tolerance permits. This legislation requires that at least \$6,000,000 worth of materials be provided each year to counties in the state. The program provides that allocations to all of the state's 254 counties should be primarily satisfied with surplus materials. New material may be purchased only if surplus material is unavailable or if hauling costs are prohibitive. TxDOT has an adequate supply of surplus material that will be available to your county this year; therefore, it will not be necessary to purchase materials to fulfill the commitment.

### Program Allocation Method

- 65% is based on the county's percentage of statewide Weight Tolerance permits
- 20% is based on the county's percentage of statewide county road vehicle miles
- 15% is based on the county's percentage of statewide lane miles of county roads

The allocated value of materials for Jefferson County for FY 2018 is \$24,568. TxDOT will provide 2,457 cubic yards of Mixed RAP (recycled asphaltic pavement) to Jefferson County valued at \$10/CY to fulfill the county's allotment. The material is stockpiled at three locations in Jefferson County: US 69 SB (Cardinal Drive) @ Sulphur Plant Road, FM 3514 @ SP 93, and SH 73 @ County Line Road.

Please complete the attached form with the quantities assigned to each precinct and return within 45 days to serve as the County's written request for the material. Once we receive the signed form, TxDOT's Port Arthur Maintenance Supervisor Carl Ray will notify the commissioners to begin hauling material. The precincts are required to provide haul tickets detailing the number of cubic yards received for each load. The tickets may be mailed or delivered to Mr. Ray's attention at 6101 Twin City Highway, Port Arthur, TX 77642. He may also be reached at (409) 722-4694 to discuss the arrangements.

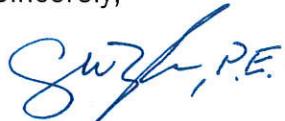
### OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY  
An Equal Opportunity Employer

All material must be received by Jefferson County prior to August 15, 2018.

If modification to the agreement or additional information is needed, please feel free to contact me at (409) 898-5764 or Debbie Hallam at (409) 898-5855.

Sincerely,



Cory Taylor, P.E.  
Director of Maintenance  
Beaumont District

Enclosure

cc: Kenneth Wiemers, P.E., Beaumont Area Engineer  
Carl Ray, Port Arthur Maintenance Supervisor  
Todd Dinger, Beaumont Maintenance Supervisor

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY  
*An Equal Opportunity Employer*

**JEFFERSON COUNTY**  
**OVERWEIGHT VEHICLE PERMIT**

Application Date: 2/5/2018 Permit #: 01 -OW- 18 Precinct#: 4

Business Name: LLOX, L.L.C. Business Phone: (985) 276-5700

Business Address: 1001 Ochsner Blvd., Suite A, Covington, Louisiana 70433

Local Representative: Jay Ackal Local Phone: (281) 752-1135

State Permit No. (if applicable): \_\_\_\_\_

Bond Amount: \$800,000.00 Bond #: ROG0001175

Description of Work/Type/Location: Transport drilling rig, equipment, and supplies to location off of Lawhon Road, drill well and transport drilling rig, equipment, and supplies off location. Transport equipment and supplies necessary to permataze or return the location to its current condition.

Description of Route: Exit I-10 at Hwy. 365 and travel to S. China Road, continue on S. China Road for +/- 3.8 miles to Lawhon Road, travel easterly on Lawhon for +/- 3.8 miles to a private road on the south side. The private road leads to the existing drill site.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 12<sup>th</sup> day of February 20 18.

LLOX, L.L.C.  
 Name of Company (Permittee)

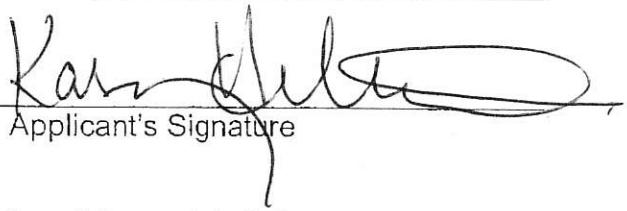
JEFFERSON COUNTY

By: Kasey Hebert of EGR Services, LLC

By: Donald M. Par

Title: Regulatory Consultant/Agent

Director of Engineering

  
 Applicant's Signature

By: Kimberly M. Morris  
 Precinct Supervisor

Kasey Hebert on behalf of LLOX, L.L.C.  
 Applicant's Printed Name

JEFFERSON COUNTY  
OVERWEIGHT VEHICLE PERMIT  
(Engineering Department Use Only)

Date Approved: 02/12/18 Application Approved  Yes  No

If no, give reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST

  
Processor's Signature

ERNEST CLEMENT  
Processor's Printed Name

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY**  
**AND LLOX, L.L.C.**

WHEREAS, LLOX, L.L.C. (hereinafter "Company") intends to conduct Drilling and well production operations [describe operation], (hereinafter the "Project") at a site located on Private Road off of Lawhon Road (county road name) located in Precinct No. 4; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2nd road name]:

1. County Road South China,
2. County Road Lawhon ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

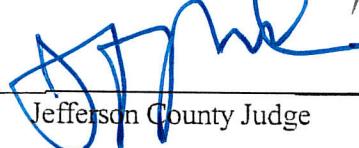
WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road S. China and County road Lawhon for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of February 3rd, 2018 to a termination date of May 3rd, 2018. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: \_\_\_\_\_] and County [2nd road name: \_\_\_\_\_] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 800,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

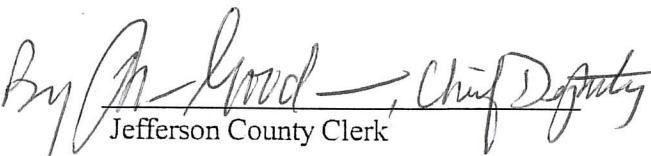
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: S. China] and County [2nd road name: Lawhon] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

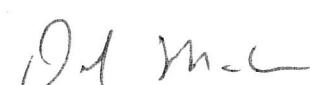
Agreed and executed this 12<sup>th</sup> day of February, 2018

  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 12<sup>th</sup> day of February, 2018

Attest:

  
Jefferson County Clerk

  
Authorized Agent for LLOX, L.L.C.

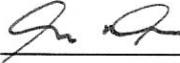


PARISH OF ST. TAMMANY

§  
§  
§

I, George M. Gilly, a notary public, do hereby certify that on this 2<sup>nd</sup> day of February, 2018, personally appeared before me David McCann, being by me first duly sworn, declared that he is the President of LLOX, L.L.C. and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 2<sup>nd</sup> day of February, 2018.



\_\_\_\_\_  
Notary Public, State of Louisiana  
Notary's Typed/Printed Name  
My commission expires

George Moore Gilly  
Notary Public  
State of Louisiana  
Louisiana Bar Roll # 06234  
My Commission is issued for Life.

## Exhibit I

## Estimate of Cost:

Length of [1<sup>st</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2<sup>nd</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$27 19 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Equipment Operator \$23 09 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other \$19 52 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance)).

Truck \$32 00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Grader \$50 00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other \$70 00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$31 25 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Asphalt \$89 00 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other at \$64 00 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

R.M.  
2/7/08

## OVERWEIGHT VEHICLE PERMIT BOND

**KNOW ALL BY THESE PRESENTS**, That we, LLOX, L.L.C. as Principal, and RLI Insurance Company, an Illinois corporation, as Surety, are held and firmly bound unto County Treasurer of Jefferson County, Texas, Jefferson County Engineering Department, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, TX 77701 as Obligee, in the sum of Eight Hundred Thousand and No/100 ----- Dollars (\$ 800,000.00-----)

For which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has been granted a road use maintenance agreement (the "Agreement") with the Obligee, utilize County road S. China and County road Lawhon for the transportation of heavy equipment in Jefferson County, Texas.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if the Principal shall well and truly comply with the Agreement, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

**PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:**

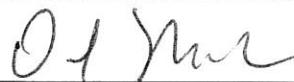
1. This obligation may be canceled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Obligee, and the Surety shall be relieved of any further liability under this Bond thirty (30) days after receipt of said notice by the Obligee, except for defaults occurring prior thereto.
2. Any claim must be presented in writing during the term of this bond to RLI Insurance Company to the attention of Greg E. Chilson, 2925 Richmond Avenue, Suite 1600, Houston, Texas 77098. Any claims made outside the term of the bond shall be null and void and of no effect.
3. Surety shall have no obligation to the Principal, the Obligee or any other person or entity for any loss suffered by the Principal, the Obligee or any other person or entity by reason of acts or omissions which are or could be covered by the Obligee's or the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance.
4. No right or action shall accrue under this Bond to or for the use or benefit of anyone other than the named Obligee.
5. The Obligee will issue a release of this Bond within a reasonable period, but in no instance longer than thirty (30) days after termination of the Agreement.
6. The term of this bond shall be from January 31, 2018 to January 31, 2019.
7. Regardless of the number of years this bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

**IN WITNESS WHEREOF**, the above bound parties have executed this instrument under their several seals this 31<sup>st</sup> day of January, 2018 the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

LLOX, L.L.C.

Principal

By

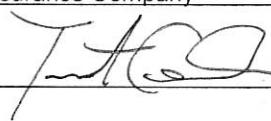


David McCann, President

RLI Insurance Company

Surety

By



Trent Colan, Attorney-in-Fact

# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. ROG0001175

**Know All Men by These Presents:**

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Trent Colan in the City of Houston, State of Texas, as its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Eight Hundred Thousand and 00/100 Dollars (\$ 800,000.00) for any single obligation, and specifically for the following described bond.

**Principal:** LLOX, L.L.C.

**Obligee:** County Treasurer of Jefferson County, Texas

**Bond Amount:** \$ 800,000.00

**Effective Date:** January 31, 2018

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 31st day of January, 2018.



State of Illinois      }  
County of Peoria      } SS

On this 31st day of January, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk      Notary Public



RLI Insurance Company

By: B. W. D.  
Barton W. Davis      Vice President

### CERTIFICATE

I, the undersigned officer of RLI Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 31st day of January, 2018.

RLI Insurance Company

By: Jean M. Stephenson  
Jean M. Stephenson      Corporate Secretary

A00AS817\_SUBS



2925 Richmond Ave., Suite 1600  
Houston, TX 77098  
Phone: (713)961-1300 Fax: (713)961-0285

## Texas Policyholder Notice

### TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company**'s toll free telephone number for information or to make a complaint at (800)223-2293.

You may also write to **RLI Insurance Company** at:

2925 Richmond Ave., Suite 1600  
Houston, TX 77098  
FAX # (713)961-0285

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al (800)223-2293.

Usted tambien puede escribir a **RLI Insurance Company**:

2925 Richmond Ave., Suite 1600  
Houston, TX 77098  
FAX # (713)961-0285

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

#### ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



STATE OF TEXAS  
COUNTY OF JEFFERSON

COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS

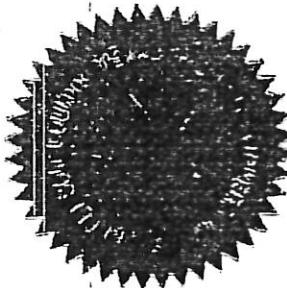
AN ORDER REGARDING ROAD USE IN  
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



JUDGE JEFF R. BRANICK  
County Judge



February 2, 2018

Jefferson County Engineering Department  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, Texas 77701  
Attention Ernest Clement



RE: LLOX, L.L.C.  
Overweight and Road Use Agreement  
Jefferson County, Texas

Dear Ernest,

As per Jefferson County Regulations regarding overweight vehicles travelling on county roads, I respectfully submit a completed road use agreement for S. China Road and Lawhon Road, along with an \$800,000.00 surety bond for review and approval.

It would be much appreciated if the agreement were added to the agenda for the Monday, February 12, 2018 Council Meeting.

The Agreement covers an almost 8 mile route that begins at the Hwy 365 and S. China Road intersection, continues on S. China Road to Lawhon Road, and ends at a private road leading to the location, as is shown on the enclosed Google Earth Image.

I trust you will find the enclosed documentation sufficient for approval, however, should you require any additional information or have any questions or concerns, I can be reached by calling (985) 626-7044 or emailed at [kaseyh@gregryals.com](mailto:kaseyh@gregryals.com).

Thank you in advance for your attention to this matter. With best regards. I am,

Sincerely,

  
Kasey Hebert  
Regulatory Consultant  
EGR Services, LLC

krh  
Enclosures



February 5, 2018



Jefferson County Engineering Department  
Attn: Mr. Ernest Clement  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, TX 77701

**RE: LLOX, L.L.C.  
Overweight Vehicle Permit  
Jefferson County, Texas**

Dear Earl,

As per our conversation and to follow up the previously submitted Road Use Agreement Application previously sent, please find one (1) original and six (6) copies of the Overweight Vehicle Permit Application for review and approval.

I've also enclosed seven (7) scaled Google Earth Images showing the route to be attached to the application and the applicable \$200.00 processing fee.

Again, I appreciate your continued assistance and thank you in advance for your continued assistance.

Should you require any additional information or have any questions or concerns, please call me at (985) 626-7044 or email me at [kaseyh@gregryls.com](mailto:kaseyh@gregryls.com). With best regards, I am.

Sincerely,

  
Kasey Hebert for  
EGR Services, LLC  
Regulatory Consultant

krh  
Enclosures



P.S.

Upon approval of the Overweight Vehicle Permit and road use agreement please send one to the following address:

Kasey Hebert  
EGR Services, LLC  
1330 Park Drive, Suite 300  
Mandeville, Louisiana 70471  
(985) 626-7044

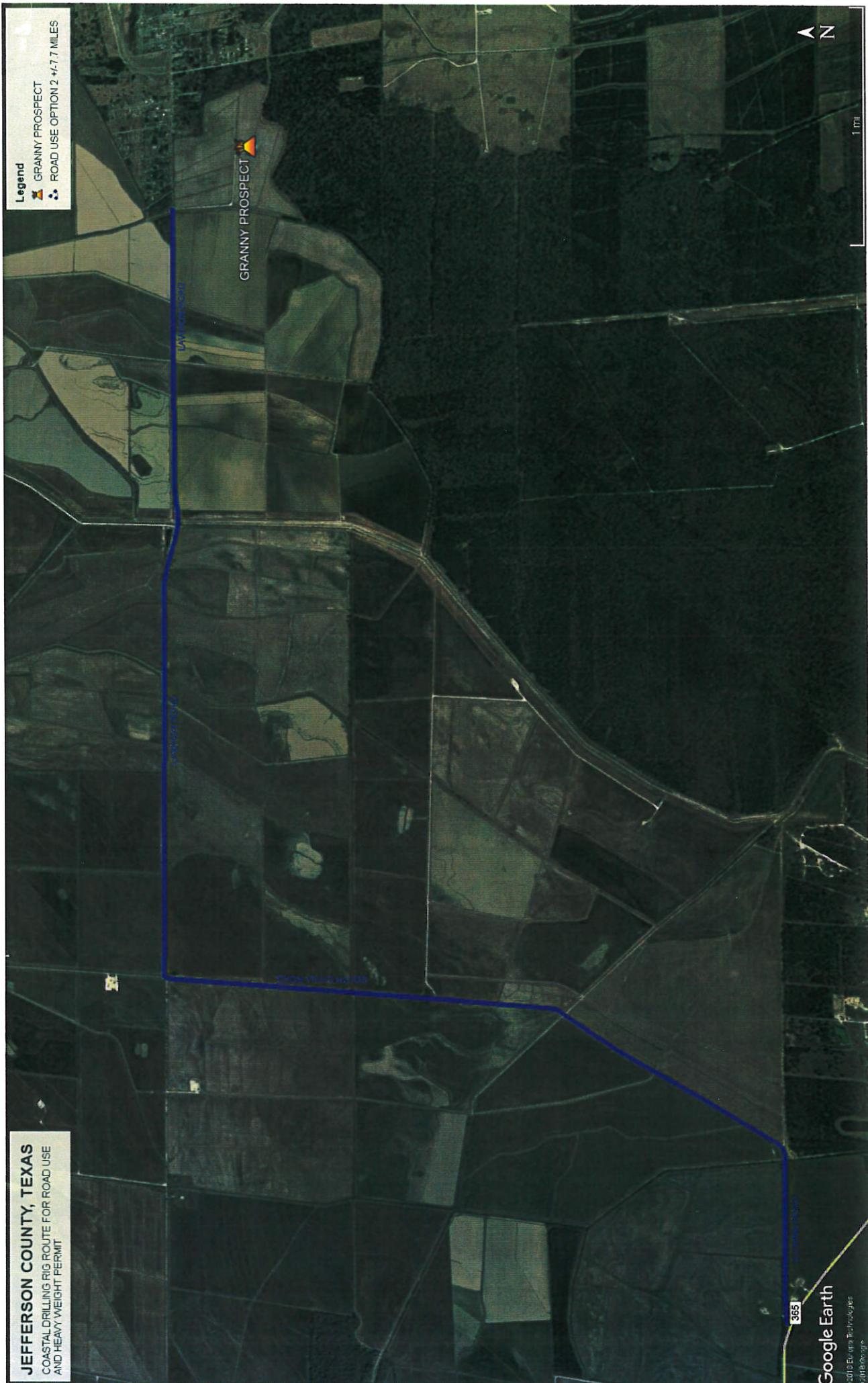
A scanned and emailed or faxed copy of all approvals to the following email address or fax machine would be greatly appreciated:

kaseyh@gregryals.com  
(985) 626-7059 – fax

Please send the remainder of the approvals to the following address:

Mike Kaberlein  
LLOX, LLC  
1001 Ochsner Blvd., Suite A  
Covington, Louisiana 70433  
(985) 276-5700

Have a wonderful day!





# Statement of Work for ServiceElite

Both of us agree to add the following Services as part of our ServiceElite contract.

## Service Extension Support

Notwithstanding the IBM Software Maintenance terms of the ServiceElite contract or Passport Advantage Agreement, as applicable, the following terms govern Service Extension Support.

### 1. Scope of Work

Service Extension Support (Service) includes remote assistance (from IBM's support center or by electronic access as specified below) in response to problems discovered after a Product reaches end of service. This Service does not include preventive service, or the provision of patches, bypasses, or fixes designed to address security.

Product-specific terms are in Appendix A. Unless otherwise specified in Appendix A, default Service includes usage, known defect, and newly discovered defect support as described below. IBM Software Maintenance or IBM Passport Advantage coverage are prerequisites for this Service.

#### 1.1 Usage and Known Defect Support

IBM will provide assistance for routine, short-duration installation and usage (how-to) questions and code related questions. IBM will also assist on supported product known defects for which corrective service information and fixes are available.

#### 1.2 New Defect Support

If the supported Product contains defects such that it does not conform to Program specifications when properly used in the supported operating system environment for which the Program was designed, IBM will attempt to provide a corrective restriction, bypass, or fix package, that may require prerequisite or co-requisite fix packages. IBM may determine that a resolution is not feasible due to size, complexity, or risk factors associated with code implementation and dependent architectural modifications. Any fix is provided at the then-current maintenance level for the supported Product.

### 2. Client Responsibilities

Client agrees to install fix packages to update software to assist with problem resolution. If the fix package does not pass Client's test, IBM will use reasonable efforts to re-work the problem. Client will maintain IBM Software Maintenance or IBM Passport Advantage coverage as appropriate for the given Product.

### 3. Termination

IBM may withdraw this Service upon three months' written notice. Client may terminate the Service upon one month's written notice, after the Service has been in effect for at least two months for each of the Eligible Machines and supported Products. Client will receive a credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

## Appendix A: Product Specific Terms

### A-1: AIX, i5/OS and IBM

Refer to the supported Products listing for supported product and end of service details at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/)

Any newly acquired Eligible Machines and supported Products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

### A-2: Licensed Program Products

The following support is covered for AIX Licensed Program Products (LPPs) and IBM i LPPs. Refer to the supported products listing for supported product and end of service details at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/)

Any newly acquired Eligible Machines and supported products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

#### A-2a: AIX Usage and Known Defect Support for (LPPs) Option

If Client has chosen full shift hours of coverage, IBM will use commercially reasonable efforts to respond to all other service calls within four hours.

#### A-2b: AIX New Defect Support for (LPPs) Option

IBM will provide new defect assistance for Severity 1 and Severity 2 problems on supported Products for which Client is entitled to receive support under the terms of the IBM Program license.

**A-3: Lotus Notes/Domino V8.0.0**

The following third party components are excluded from this support:

- (1) Java (SUN)
- (2) JavaScript (Netscape)
- (3) KeyView (Verity/Autonomy)
- (4) Simple Network Management Protocol (SNMP) (Peer Networks/BMC).

**A-4: Tivoli Workload Scheduler V8.4.0**

Support for Products running on unsupported operating systems (OS) is limited to technical assistance and existing fixes to known problems. Defects must be reproduced on a supported platform in order to be investigated. If a problem is identified in an OS or database platform that has reached end of service, Client must work with the associated vendor for support. This Service does not add support for new platforms or operating systems that were not supported prior to the Product's end of service date.

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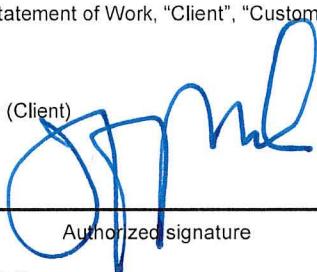
This Statement of Work, its applicable Transaction Documents, applicable Attachments, and the agreement in effect between us comprise the complete agreement regarding the Services described and replace any prior oral or written communications between Client and IBM. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically.

As used in this Statement of Work, "Client", "Customer", "you" and "your" refer to the contracting entity identified below.

Agreed to:

Jefferson County (Client)

By



Name (type or print):

Date:

Enterprise number: 04716000

Enterprise address:

1149 Pearl Street  
Beaumont, TX 77701

Agreed to:

International Business Machines Corporation (IBM)

By



Digitally signed by Vickie Wright  
DN: cn=Vickie Wright, o=IBM, ou=STS,  
email=vwright@us.ibm.com, c=US  
Date: 2018.02.08 16:09:06 -05'00'

Authorized signature

Name (type or print): Vickie Wright

Date: 02/08/2018

Reference Attachment number: MAT8TCC

Statement of Work number: AX25G0

IBM address:

IBM CORPORATION  
7100 HIGHLAND PARKWAY  
SMYRNA, GA 30082



**JEFFERSON COUNTY SHERIFF'S OFFICE**  
SHERIFF ZENA STEPHENS

MEMORANDUM

DATE: January 29, 2018

TO: Honorable Judge Jeff Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Major John Shauberger

RE: Intergovernmental Agreement 78-01-0077

Please consider and possibly approve modifications to Intergovernmental Agreement between Jefferson County and the United States Department of Justice United States Marshal Service. The purposes of these modifications are to incorporate the Department of Labor Wage Determination 2015-5217 Revision 5 dated 8/9/2017 into the current agreement and revise modification numbers in the current agreement. No other terms or conditions, to include price, are affected by these changes.

Sincerely,

  
Major John Shauberger

U. S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 78-01-0077	2. Effective Date 12-12-2017	3. Facility Code(s) 6DH	4. Modification No. 8	5. DUNS No. 010-807-535
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 3000 Washington, DC 20530-0001		7. Local Government  Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$74.40	10. Guard/Transportation Hourly Rate \$20.37		

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.

The purpose of this modification is to revise the following modifications numbers:

Modification 8 effective date April 1, 2015 should be Modification 1.  
Modification 9 effective date April 1, 2015 should be Modification 2.  
Modification 10 effective date April 1, 2015 should be Modification 3.  
Modification 11 effective date April 1, 2016 should be Modification 4.  
Modification 12 effective date April 1, 2016 should be Modification 5.  
Modification 13 effective date February 1, 2017 should be Modification 6.  
Modification 14 effective date February 1, 2017 should be Modification 7.

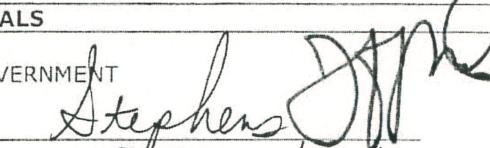
NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A.  LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B.  LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT  
  
  
 Signature  
 Sheriff Jefferson County  
 TITLE DATE  
 1/23/18

B. FEDERAL GOVERNMENT  
  
  
 Signature  
 Grants Specialist  
 TITLE DATE  
 12/12/2017

U. S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 78-01-0077	2. Effective Date 2-1-2018	3. Facility Code(s) 6DH	4. Modification No. 9	5. DUNS No. 010-807-535
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 3000 Washington, DC 20530-0001		7. Local Government  Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$74.40	10. Guard/Transportation Hourly Rate \$20.37		

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.

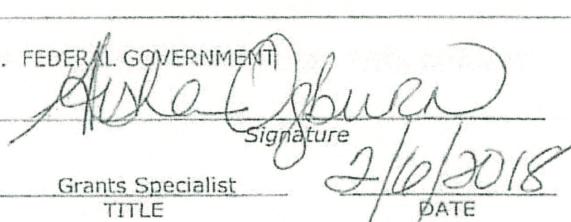
The purpose of this modification is to incorporate Department of Labor Wage Determination 2015-5217 Revision 5, dated 8/9/2017 into the current Intergovernmental Agreement.

NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL
--	--

13. APPROVALS

A. LOCAL GOVERNMENT   Signature Sheriff TITLE DATE	B. FEDERAL GOVERNMENT   Signature Grants Specialist TITLE DATE
---	--

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

<b>Agreement Number: 78-01-0077</b>	<b>Page <u>2</u> of <u>12</u></b>
<p>Incorporate the Department of Labor Wage Determination No. 2015-5217 Revision 5, dated 8/9/2017. In accordance with FAR PART 52.222.43 (f), Jefferson County Jail must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."</p>	

WD 15-5217 (Rev.-5) was first posted on www.wdol.gov on 08/15/2017

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor | U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms Division of Wage Determinations | Wage Determination No.: 2015-5217  
Director | Revision No.: 5  
Date Of Revision: 08/09/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Texas

Area: Texas Counties of Hardin, Jefferson, Orange

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.31
01012 - Accounting Clerk II		16.60
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		22.76
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		10.40
01042 - Customer Service Representative II		11.69
01043 - Customer Service Representative III		12.76
01051 - Data Entry Operator I		12.23
01052 - Data Entry Operator II		14.86
01060 - Dispatcher, Motor Vehicle		19.43
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		12.03
01112 - General Clerk II		14.23
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		18.72
01141 - Messenger Courier		12.24
01191 - Order Clerk I		13.57
01192 - Order Clerk II		14.81
01261 - Personnel Assistant (Employment) I		14.69
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		25.60
01290 - Rental Clerk		11.32
01300 - Scheduler, Maintenance		14.00
01311 - Secretary I		14.00
01312 - Secretary II		16.07
01313 - Secretary III		18.72
01320 - Service Order Dispatcher		16.68
01410 - Supply Technician		22.76

01420 - Survey Worker	14.73
01460 - Switchboard Operator/Receptionist	11.37
01531 - Travel Clerk I	13.66
01532 - Travel Clerk II	14.95
01533 - Travel Clerk III	15.88
01611 - Word Processor I	12.56
01612 - Word Processor II	14.58
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	9.95
07042 - Cook II	11.64
07070 - Dishwasher	8.75
07130 - Food Service Worker	9.11
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	8.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.25
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	19.25
09090 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	17.48
09130 - Upholsterer	19.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.32
11060 - Elevator Operator	10.06
11090 - Gardener	15.41
11122 - Housekeeping Aide	10.06
11150 - Janitor	10.06
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	8.70
11260 - Pruner	10.16
11270 - Tractor Operator	14.01
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	11.29
12000 - Health Occupations	
12010 - Ambulance Driver	16.91
12011 - Breath Alcohol Technician	17.66
12012 - Certified Occupational Therapist Assistant	26.05
12015 - Certified Physical Therapist Assistant	28.79
12020 - Dental Assistant	16.48
12025 - Dental Hygienist	32.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.91
12071 - Licensed Practical Nurse I	15.79
12072 - Licensed Practical Nurse II	17.66

12073 - Licensed Practical Nurse III	19.68
12100 - Medical Assistant	13.75
12130 - Medical Laboratory Technician	18.60
12160 - Medical Record Clerk	13.14
12190 - Medical Record Technician	14.70
12195 - Medical Transcriptionist	15.79
12210 - Nuclear Medicine Technologist	38.80
12221 - Nursing Assistant I	10.98
12222 - Nursing Assistant II	12.35
12223 - Nursing Assistant III	13.47
12224 - Nursing Assistant IV	15.13
12235 - Optical Dispenser	15.08
12236 - Optical Technician	14.93
12250 - Pharmacy Technician	16.33
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	23.07
12311 - Registered Nurse I	21.66
12312 - Registered Nurse II	26.50
12313 - Registered Nurse II, Specialist	26.50
12314 - Registered Nurse III	32.06
12315 - Registered Nurse III, Anesthetist	32.06
12316 - Registered Nurse IV	38.43
12317 - Scheduler (Drug and Alcohol Testing)	21.87
12320 - Substance Abuse Treatment Counselor	16.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	28.56
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	28.56
13047 - Librarian	25.85
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	23.34
13058 - Library Technician	13.13
13061 - Media Specialist I	16.85
13062 - Media Specialist II	18.85
13063 - Media Specialist III	21.00
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.34
13074 - Photographer IV	28.56
13075 - Photographer V	34.54
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	16.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	18.07
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.50
14045 - Computer Operator V	28.31
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.48
14160 - Personal Computer Support Technician	25.50
14170 - System Support Specialist	24.62
15000 - Instructional Occupations	

15010	- Aircrew Training Devices Instructor (Non-Rated)	31.22
15020	- Aircrew Training Devices Instructor (Rated)	37.78
15030	- Air Crew Training Devices Instructor (Pilot)	44.48
15050	- Computer Based Training Specialist / Instructor	31.22
15060	- Educational Technologist	30.91
15070	- Flight Instructor (Pilot)	44.48
15080	- Graphic Artist	19.41
15085	- Maintenance Test Pilot, Fixed, Jet/Prop	45.29
15086	- Maintenance Test Pilot, Rotary Wing	45.29
15088	- Non-Maintenance Test/Co-Pilot	45.29
15090	- Technical Instructor	24.76
15095	- Technical Instructor/Course Developer	30.30
15110	- Test Proctor	20.00
15120	- Tutor	20.00
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	10.00
16030	- Counter Attendant	10.00
16040	- Dry Cleaner	11.87
16070	- Finisher, Flatwork, Machine	10.00
16090	- Presser, Hand	10.00
16110	- Presser, Machine, Drycleaning	10.00
16130	- Presser, Machine, Shirts	10.00
16160	- Presser, Machine, Wearing Apparel, Laundry	10.00
16190	- Sewing Machine Operator	13.67
16220	- Tailor	13.72
16250	- Washer, Machine	10.52
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	24.18
19040	- Tool And Die Maker	28.81
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	16.23
21030	- Material Coordinator	25.60
21040	- Material Expediter	25.60
21050	- Material Handling Laborer	13.07
21071	- Order Filler	11.17
21080	- Production Line Worker (Food Processing)	16.23
21110	- Shipping Packer	14.77
21130	- Shipping/Receiving Clerk	14.77
21140	- Store Worker I	11.82
21150	- Stock Clerk	16.90
21210	- Tools And Parts Attendant	16.23
21410	- Warehouse Specialist	16.23
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	26.53
23019	- Aircraft Logs and Records Technician	20.89
23021	- Aircraft Mechanic I	25.43
23022	- Aircraft Mechanic II	26.53
23023	- Aircraft Mechanic III	27.65
23040	- Aircraft Mechanic Helper	17.48
23050	- Aircraft, Painter	24.18
23060	- Aircraft Servicer	20.89
23070	- Aircraft Survival Flight Equipment Technician	24.18
23080	- Aircraft Worker	22.49
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I	22.49
23092	- Aircrew Life Support Equipment (ALSE) Mechanic II	25.43
23110	- Appliance Mechanic	24.18
23120	- Bicycle Repairer	19.23
23125	- Cable Splicer	26.84
23130	- Carpenter, Maintenance	22.19
23140	- Carpet Layer	22.49
23160	- Electrician, Maintenance	25.97

23181 - Electronics Technician Maintenance I	27.81
23182 - Electronics Technician Maintenance II	30.93
23183 - Electronics Technician Maintenance III	32.52
23260 - Fabric Worker	20.89
23290 - Fire Alarm System Mechanic	20.16
23310 - Fire Extinguisher Repairer	19.23
23311 - Fuel Distribution System Mechanic	26.84
23312 - Fuel Distribution System Operator	21.62
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	25.43
23381 - Ground Support Equipment Servicer	20.89
23382 - Ground Support Equipment Worker	22.49
23391 - Gunsmith I	19.23
23392 - Gunsmith II	22.49
23393 - Gunsmith III	25.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.47
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	22.40
23430 - Heavy Equipment Mechanic	23.64
23440 - Heavy Equipment Operator	22.29
23460 - Instrument Mechanic	25.43
23465 - Laboratory/Shelter Mechanic	24.18
23470 - Laborer	13.07
23510 - Locksmith	24.18
23530 - Machinery Maintenance Mechanic	27.29
23550 - Machinist, Maintenance	26.33
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	25.43
23592 - Metrology Technician II	26.53
23593 - Metrology Technician III	27.65
23640 - Millwright	24.90
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	26.63
23810 - Plumber, Maintenance	25.33
23820 - Pneudraulic Systems Mechanic	25.43
23850 - Rigger	26.06
23870 - Scale Mechanic	22.49
23890 - Sheet-Metal Worker, Maintenance	24.93
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	25.78
23932 - Telecommunications Mechanic II	26.90
23950 - Telephone Lineman	30.64
23960 - Welder, Combination, Maintenance	24.74
23965 - Well Driller	22.18
23970 - Woodcraft Worker	25.43
23980 - Woodworker	19.23
24000 - Personal Needs Occupations	
24550 - Case Manager	13.46
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	8.64
24620 - Family Readiness And Support Services Coordinator	13.46
24630 - Homemaker	15.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.43
25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	22.43
25190 - Ventilation Equipment Tender	15.67
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	

27004 - Alarm Monitor	18.29
27007 - Baggage Inspector	11.82
27008 - Corrections Officer	20.72
27010 - Court Security Officer	24.52
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	20.72
27070 - Firefighter	26.96
27101 - Guard I	11.82
27102 - Guard II	13.94
27131 - Police Officer I	26.80
27132 - Police Officer II	29.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.25
28042 - Carnival Equipment Repairer	13.47
28043 - Carnival Worker	8.88
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.75
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.21
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.49
29020 - Hatch Tender	22.49
29030 - Line Handler	22.49
29041 - Stevedore I	20.89
29042 - Stevedore II	24.18
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	19.68
30022 - Archeological Technician II	22.91
30023 - Archeological Technician III	27.31
30030 - Cartographic Technician	28.56
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	30.20
30052 - Cryogenic Technician II	33.35
30061 - Drafter/CAD Operator I	19.68
30062 - Drafter/CAD Operator II	22.91
30063 - Drafter/CAD Operator III	25.05
30064 - Drafter/CAD Operator IV	30.20
30081 - Engineering Technician I	15.94
30082 - Engineering Technician II	17.90
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.70
30090 - Environmental Technician	25.60
30095 - Evidence Control Specialist	27.13
30210 - Laboratory Technician	29.43
30221 - Latent Fingerprint Technician I	30.20
30222 - Latent Fingerprint Technician II	33.35
30240 - Mathematical Technician	28.37
30361 - Paralegal/Legal Assistant I	18.50
30362 - Paralegal/Legal Assistant II	22.92
30363 - Paralegal/Legal Assistant III	28.04
30364 - Paralegal/Legal Assistant IV	33.93
30375 - Petroleum Supply Specialist	33.19
30390 - Photo-Optics Technician	28.37
30395 - Radiation Control Technician	33.19
30461 - Technical Writer I	27.13

30462 - Technical Writer II	33.19
30463 - Technical Writer III	38.96
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	24.54
30495 - Unexploded (UXO) Sweep Personnel	24.54
30501 - Weather Forecaster I	30.20
30502 - Weather Forecaster II	36.55
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.84
30621 - Weather Observer, Senior	(see 2) 27.25
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.19
31030 - Bus Driver	16.43
31043 - Driver Courier	11.28
31260 - Parking and Lot Attendant	10.79
31290 - Shuttle Bus Driver	12.41
31310 - Taxi Driver	10.29
31361 - Truckdriver, Light	12.41
31362 - Truckdriver, Medium	13.48
31363 - Truckdriver, Heavy	19.38
31364 - Truckdriver, Tractor-Trailer	19.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.21
99050 - Desk Clerk	9.41
99095 - Embalmer	27.04
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	13.38
99252 - Laboratory Animal Caretaker II	14.72
99260 - Marketing Analyst	29.96
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	19.41
99711 - Recycling Specialist	23.86
99730 - Refuse Collector	17.30
99810 - Sales Clerk	11.19
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	24.53
99831 - Surveying Aide	13.96
99832 - Surveying Technician	18.31
99840 - Vending Machine Attendant	14.31
99841 - Vending Machine Repairer	18.04
99842 - Vending Machine Repairer Helper	14.31

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or

stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**Regular, February 12, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, February 12, 2018