

*Notice of Meeting and Agenda and Minutes*  
*December 16, 2021*

**SPECIAL, 12/16/2021 2:00:00 PM**

BE IT REMEMBERED that on December 16, 2021, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Theresa Goodness , County Clerk

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

**Notice of Meeting and Agenda and Minutes**  
**December 16, 2021**

Jeff R. Branick, County Judge  
 Vernon Pierce, Commissioner, Precinct One  
 Darrell Bush, 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**  
**December 16, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **2:00 PM**, on the **16th day of December 2021** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

1:00 p.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.074 to discuss or deliberate regarding personnel matters.

1:30 p.m. WORKSHOP - Receive update on the Emergency Rental Assistance Programs from the South East Texas Regional Planning Commission.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION: Vernon Pierce, Commissioner, Precinct One**

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**PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two**

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*December 16, 2021*

**PURCHASING:**

1. Consider and approve a contract renewal for (RFP 18-049/YS), Security Services and Personnel for Jefferson County with Allied Universal Security Services for a second one (1) year renewal from December 30, 2021 through December 29, 2022/ with a 3% CPI increase as stated in the terms of the contract.

**Motion by: Commissioner Bush**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

2. Regular County Bills - 489889 to 490117

**SEE ATTACHMENTS ON PAGES 40 - 47**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY CLERK:**

3. Consider and approve a Resolution recognizing Ky Lynn Mannino for 13 years and 5 months of service to Jefferson County and its citizens and wishing her well on her retirement.

**SEE ATTACHMENTS ON PAGES 7 - 7**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

4. Consider and approve a Resolution recognizing Theresa Goodness for 34 years and 2 months of service to Jefferson County and its citizens and wishing her well on her retirement.

**SEE ATTACHMENTS ON PAGES 8 - 8**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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**COUNTY COMMISSIONERS:**

5. Consider, possibly approve and authorize the County Judge to execute an Interlocal Contract between Jefferson County and the Texas General Land Office, pursuant to Chapter 791, Texas Government Code for marsh restoration and construction of shore armoring work in the Keith Lake area to be performed by the United States Corps of Engineers.

**SEE ATTACHMENTS ON PAGES 9 - 26**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider, possibly approve and authorize the County Judge to execute an Agreement between Jefferson County and the U.S. Department of the Army, pursuant to Chapter 791, Texas Government Code for Design of the Jefferson County Ecosystem Restoration Project in the Keith Lake area.

**SEE ATTACHMENTS ON PAGES 27 - 37**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the Continuing Education provisions of Article 81.0025 of the Texas Local Government Code 2021.

**SEE ATTACHMENTS ON PAGES 38 - 39**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

8. Consider and possibly approve action regarding the employment of the Administrative Director of Health and Welfare.

**Action: TABLED**

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**ENGINEERING:**

9. Consider and possibly approve the Preliminary Plat and Construction Plans of Highland Village Phase 1, Block 1, (Lot 1 – 12), Block 2, (Lots 1 – 35), Block 3, (Lots 1 – 9), Block 4, (Lots 1 – 8) Being a 16.5310 acre tract Recorded in Doc. No. 2020018894 O.P.R.J.C.T. in the Alexander Horton Survey, A-20 Jefferson County, Texas. The subdivision is located off of State Highway 365 in Jefferson County in Precinct #1. Additionally, the subdivision partially located in the City of Nome City Limits and the City of Nome ETJ. This preliminary plat and construction plans have met all of the County and City of Nome requirements.

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**Other Business:**

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

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

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**Jeff R. Branick  
County Judge**



# Resolution

STATE OF TEXAS

§

COMMISSIONER'S COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 16<sup>th</sup> day of December, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following resolution was adopted:

**WHEREAS, KY LYNN MANNINO** has devoted 13 years and 5 months of her life to serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, KY LYNN MANNINO** began her career with Jefferson County in the County Clerk's office on June 23, 2008, as a Deputy County Clerk in the Recording department, and for her excellence was promoted to Assistant Supervisor; and has gained knowledge and experience throughout her tenure; and

**WHEREAS, KY LYNN MANNINO** has served under two Honorable County Clerks: Carolyn L. Guidry and Theresa Goodness; and

**WHEREAS, KY LYNN MANNINO**, known for her high standards of professionalism and personal integrity, won the respect of her colleagues, customers, and other county employees; and

**WHEREAS, KY LYNN MANNINO**, a devoted wife, mother and grandmother, will be enjoying her family, friends, and travel in her retirement; and

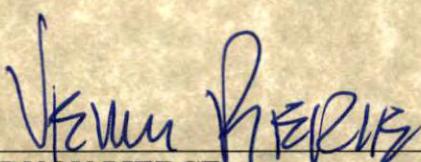
**WHEREAS**, having made a significant contribution to the Jefferson County Clerk's Office, **KY LYNN MANNINO** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her friends and co-workers; and

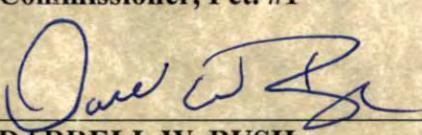
**NOW THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **KY LYNN MANNINO** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this 16th day of December, 2021.

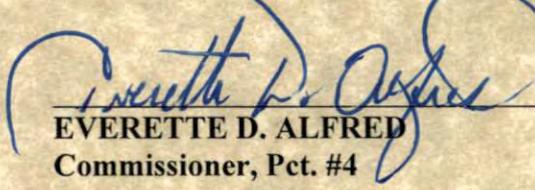
  
JUDGE JEFF R. BRANICK  
County Judge



  
VERNON PIERCE  
Commissioner, Pet. #1

  
DARRELL W. BUSH  
Commissioner, Pet. #2

  
MICHAEL S. SINEGAL  
Commissioner, Pet. #3

  
EVERETTE D. ALFRED  
Commissioner, Pet. #4



# Resolution

STATE OF TEXAS

§  
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§

COMMISSIONER'S COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 16<sup>th</sup> day of December, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following resolution was adopted:

**WHEREAS, THERESA GOODNESS** has devoted 34 years and 2 months of her life to serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, THERESA GOODNESS** began her career with Jefferson County when she was hired by Lolita Ramos, County Clerk, on October 16, 1987, as a Deputy County Clerk; and was promoted to Bookkeeper in 1992, and was promoted to Office Administrator in 1995 by Sandy Walker, County Clerk, and then to Chief Deputy in 2004 by Carolyn Guidry, County Clerk; and

**WHEREAS, THERESA GOODNESS** was appointed County Clerk on March 2, 2021, to fill an unexpired term upon the retirement of Carolyn Guidry, County Clerk; and

**WHEREAS, THERESA GOODNESS**, known for her high standards of professionalism and personal integrity, won the respect of her fellow officials, constituents, and other county employees; and

**WHEREAS, THERESA GOODNESS**, a Certified Records Manager, during her tenure has overseen the archival preservation and digitization of millions of pages of county records from paper, books and microfilm, including real estate records, plats and court records;

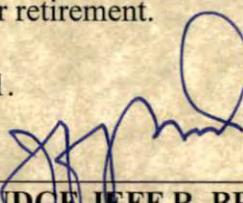
**WHEREAS, THERESA GOODNESS**, has managed multiple software implementation and conversion projects over her career in the County Clerk's Office, always seeking to improve access for the public to county records and to improve efficiency for employees; and

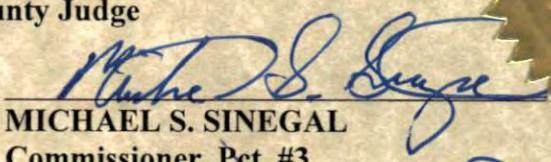
**WHEREAS, THERESA GOODNESS**, a devoted wife, mother and grandmother, will be enjoying her family, friends, and travel in her retirement, and volunteering with historic preservation projects; and

**WHEREAS**, having made a significant contribution as Jefferson County Clerk, **THERESA GOODNESS** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her staff members and friends; and

**NOW THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **THERESA GOODNESS** for her dedicated service as an appointed official of Jefferson County and wishes her well in her retirement.

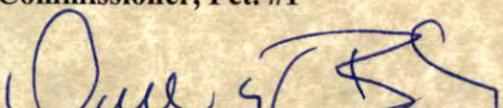
SIGNED this 16<sup>th</sup> of December, 2021.

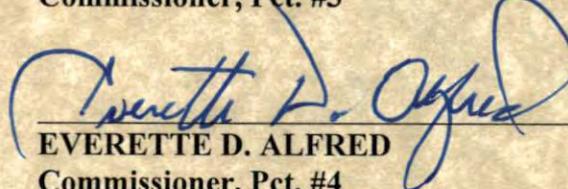
  
JUDGE JEFF R. BRANICK  
County Judge

  
MICHAEL S. SINEGAL  
Commissioner, Pet. #3



  
VERNON PIERCE  
Commissioner, Pet. #1

  
DARRELL W. BUSH  
Commissioner, Pet. #2

  
EVERETTE D. ALFRED  
Commissioner, Pet. #4



**INTERLOCAL CONTRACT  
GLO CONTRACT No. XXXXXXXX**

THE GENERAL LAND OFFICE (“the GLO”) and Jefferson County, Texas (“Project Partner”), each a “Party” and collectively “the Parties,” enter into the following contract for services (the “Contract”) pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the Gulf of Mexico Energy Security Act, Pub.L. 115-97, Title II, § 20002, Dec. 22, 2017.

**I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 771 of the Texas Government Code.

“Attachment” means documents, terms, conditions, or additional information attached to this Contract following the execution page or expressly incorporated by reference within the body of this Contract.

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

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

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Design” means performing detailed pre-construction engineering and design, including preparation of plans and specifications for the initial construction contract for the Project.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements, terms, and conditions attached hereto as Attachment B. To the extent they apply, Project Partner agrees to and affirms the General Affirmations.

“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 construction of 5,170 linear feet of armoring along the southern bank of the Gulf Intracoastal Waterway (GIWW) and restoration of 6,048 acres of brackish marsh habitat in six restoration units, consisting of planting native species and removing invasive species within the restoration units in the area known as Keith Lake, as generally described in the Jefferson County Ecosystem Restoration Feasibility Study, Integrated Feasibility Report and Environmental Assessment (EA), dated June 2019 and approved by United States Corps of Engineers Chief of Engineers on September 12, 2019. Also known as the Jefferson County Ecosystem Restoration Project.

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

“Subcontractor” means an individual or business that signs a contract, or enters into an agreement with Project Partner, to perform part or all of the obligations of Project Partner under this Contract.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Project Partner’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

“Work” means services to be performed or goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

“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.

## **1.02 INTERPRETIVE PROVISIONS**

- a) The meanings of defined terms apply 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 expressly provided, references to contracts include subsequent amendments and other modifications thereto, to the extent such amendments and modifications are not prohibited by the terms of this Contract, and a reference to a statute or regulation includes statutory or regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- f) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

- g) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters and each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms;
- h) 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," however, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it;
- i) Time is of the essence in this Contract;
- j) If this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract; then attachments to the Contract in this order: Attachment A and Attachment B.

#### **1.03 PROJECT**

Project Partner will enter into an agreement for the implementation of the Project with the United States Army Corps of Engineers to pay, as the non-federal match, funds to complete the design of the Jefferson County Ecosystem Restoration Project. Subject to the terms and conditions of this Contract, the GLO agrees to provide funds to the Project Partner, in an amount not to exceed \$584,000.00, to be used in accordance with the terms of the Integrated Feasibility Report and Environmental Assessment (EA) project description.

#### **1.04 PROJECT SCOPE AND WORK PLAN**

Project Partner shall perform the Project in strict accordance with the terms and conditions of this Contract.

Project Partner may request an amendment to the Work Plan or scope of the Project by submitting a written request and detailed justification to the GLO Project Manager. The GLO Project Manager will inform Project Partner in writing if the amendment request is approved and the Contract will be amended in accordance with section 8.10.

### **II. TERM**

#### **2.01 DURATION**

This Contract shall be effective as of the date executed by the last Party and shall terminate on December 31, 2022. The Contract may be renewed for one additional one-year term by mutual written agreement. Any extension shall be from September 1 to August 31, always coinciding with the state's fiscal year.

#### **2.02 EARLY TERMINATION FOR CONVENIENCE**

The GLO may terminate this Contract for convenience by giving Project Partner written notice specifying a termination date at least 30 days subsequent to the date of the notice. Upon receipt of any such notice, Project Partner shall cease work, terminate all 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.

#### **2.03 ABANDONMENT OR DEFAULT**

If Project Partner abandons work or defaults on the Contract and fails to cure the default within 30 days after receiving written notice of default, the GLO may terminate the Contract without notice. If there is a determination that the Project will not be completed by USACE and the Project Partner there will be an accounting for reimbursement to the GLO of any funds that were not used in the Project.

### III. CONSIDERATION

#### **3.01 CONSIDERATION**

The Parties enter into this Contract in exchange for the mutual promises, covenants, and consideration described herein.

### IV. AUTHORITY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

#### **4.01 REPRESENTATION OF AUTHORITY**

Project Partner warrants that: (1) it has authority to enter into this Contract; and (2) the representative executing this Contract on its behalf is authorized by its governing body to do so. The GLO warrants that: (1) it has the authority to enter into this Contract; and (2) the representative executing this Contract on its behalf is authorized to do so.

#### **4.02 GENERAL AFFIRMATIONS**

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

#### **4.03 CERTIFICATIONS FOR INTERLOCAL CONTRACT**

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

### V. STATE AND FEDERAL 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, 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) Any claim by Project Partner for damages under this Contract may not exceed the amount of funds due and owing Project Partner or the amount of funds appropriated for payment, but not yet paid to Project Partner, under the budget in

effect at the time of the breach. Nothing in this Contract shall be construed as a waiver of sovereign immunity.

#### **5.02 RECAPTURE OF FUNDS**

The GLO may terminate the Contract and recapture and be reimbursed by Project Partner for any payments the GLO makes that: (i) exceed maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

#### **5.03 OVERPAYMENT**

Project Partner shall be liable to the GLO for any costs disallowed pursuant to financial or compliance audit(s) of funds Project Partner received under this Contract. Project Partner shall reimburse such disallowed costs from funds other than those Project Partner receives pursuant to this Contract.

### **VI. OWNERSHIP AND INTELLECTUAL PROPERTY**

#### **6.01 OWNERSHIP**

The GLO and Project Partner shall, to the extent that either have an ownership interest, jointly own, without limitation, all right, title, and interest in all reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed under this Contract with each Party having an unlimited right to access and use, and authorize or license third parties to access and use, all such information and materials without the necessity of obtaining authorization from the other Party and without expense, charge, or accounting to the other Party.

#### **6.02 INTELLECTUAL PROPERTY**

- a) The GLO and Project Partner shall retain, both during and after the term of this Contract, exclusive ownership of all rights, title, and interest in and to, their respective pre-existing Intellectual Property as of the effective date of this Contract, and the Parties agree and acknowledge that this Contract will not be interpreted or deemed as causing the Parties to become joint owners of any such pre-existing Intellectual Property.
- b) The Parties to this Contract expressly agree that the Project Partner, GLO, and the State of Texas each has the right to use, reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes any and all reports, drafts of reports, data, drawings, computer programs, codes and any other work that have been obtained by either party under this Contract, and exercise any intellectual property rights, without obtaining authorization from the other Party and without expense, charge, or accounting to the other Party.
- c) Project Partner may obtain intellectual property rights for any work that is subject to intellectual property rights and was developed, or for which ownership was purchased, under this Contract, only if the GLO and the State of Texas are granted a worldwide, royalty free, non-exclusive, fully paid-up, and irrevocable license to reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government

purposes any and all reports, drafts of reports, data, drawings, computer programs, codes and or any other work associated with this Contract.

- d) Project Partner, to the extent that it has rights, 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 and the State of Texas herein without any charge or expense beyond the stated amount payable to Project Partner for the services authorized under this Contract.

**6.03** The Contract in no way creates an obligation on behalf of the Project Partner, GLO, or the State of Texas to obtain or enforce any intellectual property right that may be created under this Contract.

- a) Project Partner 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 by Project Partner pursuant to this Contract (individually, a "Work," and collectively the "Works"), will be made the joint property with the GLO. All right of use to each Work, including the copyright to the Work, shall be granted by Project Partner to the GLO.
- b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Project Partner hereby irrevocably assigns to the GLO joint ownership of all right, title and interest in and to the Works or such portion of any Work, including without limitation 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) Project Partner 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 Project Partner for the services authorized under this Contract.

## VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

### **7.01 BOOKS AND RECORDS**

Project Partner shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Project Partner's compliance with this Contract and all applicable laws, rules, and regulations.

### **7.02 INSPECTION AND AUDIT**

- a) All records related to this Contract, including records of Project Partner and 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. Project Partner shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Project Partner and the requirement to cooperate is included in any subcontract it awards.

- c) State agencies authorized to audit and inspect Project Partner, 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.

#### **7.03 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.

#### **7.04 CONFIDENTIALITY**

To the extent permitted by law, Project Partner and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Project Partner or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Project Partner or the GLO; or (c) information that Project Partner or the GLO is otherwise required to keep confidential by this Contract. Project Partner must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

#### **7.05 PUBLIC RECORDS**

The GLO shall post this Contract to the GLO's website. Project Partner understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Project Partner is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file ("pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Project Partner believes to be excepted from disclosure as "confidential" or a "trade secret," Project Partner waives any and all claims it may make against the GLO for releasing such information without prior notice to Project Partner. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Project Partner shall notify the GLO's Office of General Counsel within twenty-four

(24) hours of 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). If a request for information was not written, Project Partner shall forward the third party's contact information to the above-designated e-mail address.

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## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 INSURANCE**

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Project Partner is self-insured and, therefore, is not required to purchase insurance to perform its obligations under this Contract. Project Partner shall self-insure against any risk that may be incurred as a result of its operations under this Contract.

### **8.02 LEGAL OBLIGATIONS**

Project Partner shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Project Partner to provide the goods or services required by this Contract. Project Partner shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Project Partner shall pay any such government obligations not paid by its subcontractors during performance of this Contract. In its performance of the Contract, Project Partner shall not infringe the intellectual property rights of third parties.

### **8.03 ASSIGNMENT AND SUBCONTRACTS**

Project Partner shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any purported assignment executed in violation of the foregoing is void and without effect. Notwithstanding this provision, Project Partner may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Project Partner shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Project Partner as specified in this Contract. Nothing in this Contract shall be construed to relieve Project Partner of the responsibility for ensuring that the goods delivered and/or the services rendered by Project Partner and/or any of its subcontractors comply with all the terms and provisions of this Contract.

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

Project Partner is associated with the GLO only for the purposes and to the extent specified in this Contract. Project Partner 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 Project Partner or any other Party. Project Partner 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 its performance of this Contract, Project Partner shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Project Partner is deemed to know of and understand all applicable laws, statutes, ordinances, 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:

**GLO**

Texas General Land Office  
1700 N. Congress Avenue, Mail Code 158  
Austin, TX 78701  
Attention: Contract Management Division

**Project Partner**

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**Jeff R. Branick, County Judge**  
**Jefferson County**  
**1149 Pearl Street**  
**Beaumont, Texas 77701**

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. Project Partner irrevocably waives any objection, including any objection to personal jurisdiction, the laying of venue, or based on forum non conveniens, it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE PROJECT PARTNER, GLO, OR THE STATE OF TEXAS.**

#### **8.08 SEVERABILITY**

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### **8.09 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 terminate this Contract immediately upon written notification to Project Partner.

#### **8.10 ENTIRE CONTRACT AND AMENDMENT**

This Contract, its Attachments, and any Work Order issued under 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 made in connection with the subject matter hereof. Additional or conflicting terms in Attachments or Work Orders shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or Work Order specifically displays a mutual intent to amend part of this Contract, conflicts shall be construed consistently with the terms of this Contract. This Contract, its Attachments, and any Work Orders issued under this Contract may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

#### **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 one and the same Contract.

#### **8.12 PROPER AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract. This Contract is effective for the term specified herein. Any services Project Partner performs before this Contract's effective date or after its termination or expiration are performed at Project Partner's sole risk.

#### **8.13 TAXES, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE**

Project Partner, to the extent applicable, shall be solely liable and responsible for payment of Project Partner's and Project Partner's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Project Partner shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas, by entering into this Contract, shall not be liable to Project Partner or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

#### **8.14 INDEMNIFICATION**

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission

of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

#### **8.15 INFRINGEMENT**

If Project Partner becomes aware of an actual or potential claim of infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract, or the GLO provides Project Partner with notice of such claim, Project Partner may (or in the case of an injunction against the GLO, shall), at Project Partner's sole expense either: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

#### **8.16 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule or regulation, Project Partner shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Project Partner to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.17 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; warranties; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any Project Partner claim for damages to the amount of funds appropriated for payment but not yet paid to Project Partner; ownership; intellectual property; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Project Partner's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Project Partner or any subcontractors to provide the goods or services described in this Contract; indemnity; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT No. 21-213-000-C980****GENERAL LAND OFFICE****JEFFERSON COUNTY**

Mark A. Havens

Chief Clerk/Deputy Land Commissioner

Name: Jeff R. Branick

Title: County Judge

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

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

OGC \_\_\_\_\_

PM \_\_\_\_\_

DIR \_\_\_\_\_

DD \_\_\_\_\_

SDD \_\_\_\_\_

DGC \_\_\_\_\_

GC \_\_\_\_\_

**ATTACHMENTS TO THIS CONTRACT:****ATTACHMENT A – INTERLOCAL AGREEMENT WORK PLAN****ATTACHMENT B – GENERAL AFFIRMATIONS****ATTACHMENTS FOLLOW**

### General Affirmations

Project Partner affirms and agrees to the following provisions:

1. Project Partner represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Project Partner; the firm, corporation, partnership, or institution represented by Project Partner; nor anyone acting for such a firm, corporation, partnership, or institution has (a) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983—Chapter 15 of the Texas Business and Commerce Code—or the federal antitrust laws or (b) directly or indirectly communicated the contents of the Contract or any solicitation response upon which the Contract is based to any competitor or any other person engaged in the same line of business as Project Partner.
2. Under Section 231.006, Family Code, the vendor or applicant [Project Partner] 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.
3. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the bidder/applicant or each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. Project Partner certifies it has submitted this information to the GLO.
4. If the Contract is for the purchase or lease of computer equipment—as defined by Texas Health and Safety Code, Section 361.952(2)—Project Partner certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 Tex. Admin. Code Chapter 328.
5. Pursuant to Section 2155.003 of the Texas Government Code, Project Partner represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
6. Payments due under the Contract shall be directly applied toward eliminating any debt or delinquency—including delinquent taxes, delinquent student loan payments, and delinquent child support—that Project Partner owes to the State of Texas, regardless of when the debt or delinquency arises.
7. Upon the GLO's request, Project Partner must provide copies of its business continuity and disaster recovery plans.
8. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, in accordance with Section 2254.033 of the Texas Government Code, Project Partner certifies that it does not employ an individual who has been employed by the GLO or another state agency at any time during the two years preceding the Project Partner's submission of its offer to provide consulting services to the GLO or that Project Partner, in its offer to provide consulting services to the GLO, disclosed the following: (a) the nature of the Project Partner's employee's previous employment with the GLO or other state agency; (b) the date such employment was terminated; and (c) the annual rate of compensation for such employment at the time of its termination.
9. If Chapter 2271 of the Texas Government Code applies to this Contract, Project Partner verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
10. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Project Partner understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the

GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49(a), of the Texas Constitution.

11. Project Partner certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
12. In accordance with Section 669.003 of the Texas Government Code relating to contracting with the executive head of a state agency, Project Partner certifies that it (1) is not the executive head of the GLO; (2) was not, at any time during the four years before the effective date of the Contract, the executive head of the GLO; and (3) does not employ a current or former executive head of the GLO.
13. Project Partner represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or constitute grounds for its termination.
14. Pursuant to Section 2155.004(a) of the Texas Government Code, Project Partner certifies that neither Project Partner nor any person or entity represented by Project Partner has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004, Government Code, the vendor [Project Partner] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
15. Project Partner represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
16. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Project Partner represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Project Partner further represents and warrants that if a former employee of the GLO was employed by Project Partner within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Project Partner that the employee worked on while employed by the GLO.
17. Project Partner represents and warrants that it has disclosed in writing to the GLO all existing or potential conflicts of interest related to Project Partner's performance of the Contract.
18. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, that occurred after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Project Partner certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
19. To the extent permitted by law, Project Partner and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Project Partner or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or

words to that effect) by Project Partner or the GLO; or (c) information that Project Partner or the GLO is otherwise required to keep confidential by this Contract. Project Partner must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

20. Each person signing the Contract represents and warrants that he or she is duly authorized to execute and enter into the Contract on behalf of the Party listed directly above his or her signature and to bind that Party to the terms and conditions in the Contract.
21. The state auditor may conduct an audit or investigation of any entity, including Project Partner and its subcontractors, receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Project Partner's acceptance of funds directly under the contract, and a Subcontractor's acceptance of funds 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. Project Partner must include this paragraph concerning the authority to audit funds and the requirement to cooperate with audits and investigations in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
22. Project Partner certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
23. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Project Partner certifies its compliance with Texas Health and Safety Code, Chapter 361, Subchapter Z, related to the Television Equipment Recycling Program.
24. Pursuant to Section 572.069 of the Texas Government Code, Project Partner certifies it has not employed and will not employ a former state officer or employee who, on behalf of the GLO, participated in a procurement or contract negotiations involving Project Partner within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
25. If the Contract is for services, Project Partner, in performing the Contract, must purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.
26. Under Section 2155.0061, Government Code, the vendor [Project Partner] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
27. Pursuant to GAAP or GASB, as applicable, Project Partner must keep and maintain full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government (if applicable), and/or their authorized representatives to determine Project Partner's compliance with this Contract and all applicable laws, rules, and regulations.

28. All records related to the Contract, including records of Project Partner and its Subcontractors, are subject to the Administrative and Audit Regulations.
29. State agencies that are authorized to audit and inspect Project Partner, its records, its Subcontractors, and its Subcontractors' records include the GLO, the GLO's contracted examiners, the Texas State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees. With regard to any federal funding, federal agencies that are authorized to audit and inspect Project Partner, its records, its Subcontractors, and its Subcontractors' records may include any federal agency funding the Contract, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.
30. The GLO shall post this Contract to the GLO's website. Project Partner understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Project Partner is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file ("pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Project Partner believes to be excepted from disclosure as "confidential" or a "trade secret," Project Partner waives any and all claims it may make against the GLO for releasing such information without prior notice to Project Partner. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Project Partner shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Project Partner shall forward the third party's contact information to the above-designated e-mail address.
31. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Project Partner, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Project Partner compiled in connection with its performance under the Contract.
32. To the extent Section 552.371 of the Texas Government Code applies to Project Partner and the Contract, in accordance with Section 552.372 of the Texas Government Code, Project Partner must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Project Partner's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Project Partner's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Project Partner agrees that the Contract may be terminated if Project Partner knowingly or intentionally fails to comply with a requirement of that subchapter.
33. If Project Partner, in its performance of the Contract, has access to a state computer system or database, Project Partner must complete a cybersecurity training program selected by the GLO that is certified under Section 2054.519 of the Texas Government Code. Project Partner must complete the

cybersecurity training program during the initial term of the Contract and during any renewal period. Project Partner must verify in writing to the GLO its completion of the cybersecurity training program.

34. The GLO does not tolerate any type of fraud. GLO policy promotes 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. Project Partner must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
35. Project Partner certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Project Partner's business. Project Partner acknowledges that such a vaccine or recovery requirement would make Project Partner ineligible for a state-funded contract.
36. Pursuant to Government Code Section 2274.0102, Project Partner certifies that neither it nor its parent company, nor any affiliate of Project Partner or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
37. If Project Partner is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Project Partner verifies that Project Partner does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Project Partner does not make that verification, Project Partner must notify the GLO and state why the verification is not required.
38. If Project Partner is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Project Partner verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Project Partner does not make that verification, Project Partner must notify the GLO and state why the verification is not required.
39. If Project Partner is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Project Partner will play the United States national anthem at the beginning of each team sporting event held at the Project Partner's home venue or other venue controlled by Project Partner for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Project Partner to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Project Partner may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

**AGENDA ITEM****December 16, 2021**

Consider, possibly approve and authorize the County Judge to execute an Agreement between Jefferson County and the U.S. Department of the Army, pursuant to Chapter 791, Texas Government Code for Design of the Jefferson County Ecosystem Restoration Project in the Keith Lake area.

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
JEFFERSON COUNTY, TEXAS  
FOR DESIGN OF THE  
JEFFERSON COUNTY ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Galveston District (hereinafter the "District Commander") and the Jefferson County, Texas (hereinafter the "Non-Federal Sponsor"), represented by the County Judge for the Jefferson County, Texas.

WITNESSETH, THAT:

WHEREAS, Federal funds were appropriated for the Feasibility study were reallocated in the amount of \$745,716.13 to initiate design of Jefferson County Ecosystem Restoration Project;

WHEREAS, based on the Project's primary project purpose of ecosystem restoration, the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the total design costs under this Agreement; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means construction of 5,170 linear feet of armoring along the southern bank of the Gulf Intracoastal Waterway (GIWW) and restoration of 6,048 acres of brackish marsh habitat in six restoration units, consisting of planting native species and removing invasive species within the restoration units in the area known as Keith Lake, as generally described in the Jefferson County Ecosystem Restoration Feasibility Study, Integrated Feasibility Report and Environmental Assessment, dated June 2019 and approved by Chief of Engineers on September 12, 2019.

B. The term "Design" means performing detailed pre-construction engineering and design, including preparation of plans and specifications for the initial construction contract for the Project.

C. The term "total design costs" means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's costs for engineering and design, economic and environmental analyses, and

evaluation; for contract dispute settlements or awards; for supervision and administration; for Agency Technical Review and other review processes required by the Government; for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Design Coordination Team to discuss significant issues and actions; audits; or an Independent External Peer Review panel, if required; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "in-kind contributions" means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to design of the Project by the Division Commander for the Southwestern Division (hereinafter the "Division Commander"). To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

E. The term "fiscal year" means one year beginning on October 1<sup>st</sup> and ending on September 30th of the following year.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations. If the Government and non-Federal interest enter into a Project Partnership Agreement for construction of the Project, the Government shall include the total design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

B. The Non-Federal Sponsor shall contribute 35 percent of total design costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its cost share for the initial fiscal year of the Design. No later than 60 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.

2. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No

later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.

C. The Government shall credit towards the Non-Federal Sponsor's share of total design costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions integral to the Design, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; for any items not identified as integral in the integral determination report; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the total design costs under this Agreement. As provided in Article II.A., total design costs, including credit for in-kind contributions, shall be included in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Design, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in the total design costs.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Design, the Government and the Non-Federal Sponsor may establish a Design Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the total design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

### ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, total design costs are projected to be \$1,670,000, with the Government's share of such costs projected to be \$1,086,000, the Non-Federal Sponsor's share of such costs projected to be \$584,000, which includes creditable in-kind contributions projected to be \$0 and the amount of funds required to meet its cost share projected to be \$584,000. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated total design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Galveston District (M3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the total design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the total design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of total design costs, including contract claims or any other liability that may become known after the final accounting.

#### ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar day, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

## ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in total design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

## ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

## ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

County Judge, Jefferson County  
P.O. Box 4025  
Beaumont, Texas 77704

If to the Government:

District Engineer  
USACE Galveston District  
P.O. Box 1229  
Galveston, TX 77553

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

#### ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

JEFFERSON COUNTY, TEXAS

BY: \_\_\_\_\_  
TIMOTHY R. VAIL  
Colonel, U.S. Army  
District Commander

BY: \_\_\_\_\_  
JEFF R. BRANICK  
County Judge

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that we are the principal legal officer for the **Jefferson County, Texas and that the Texas General Land Office**, are legally constituted public bodies with full authority and legal capability to perform the terms of the **Agreement** between the Department of the Army and the **Jefferson County, Texas** in connection with the **JEFFERSON COUNTY ECOSYSTEM RESTORATION PROJECT**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this **Agreement**, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this **Agreement** on behalf of the **Jefferson County, Texas** acted within his statutory authority.

IN WITNESS WHEREOF, we have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

FOR THE JEFFERSON COUNTY:

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**Jeff R. Branick, County Judge**  
**Jefferson County, Texas**  
**P.O. Box 4025**  
**Beaumont, Texas 77704**

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, \_\_\_\_\_, do hereby certify that we are the Manager/Chief Financial Officer of the Jefferson County, Texas (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Jefferson County Ecosystem Restoration Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor' obligations under the Design Agreement, Between the Department of the Army and the Jefferson County, Texas for the Jefferson County Ecosystem Restoration Project.

IN WITNESS WHEREOF, we have made and executed this certification this \_\_\_\_\_ day of October 2020.

FOR THE JEFFERSON COUNTY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

For the Jefferson County:

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<b>Jeff R. Branick</b>	<b>Date</b>
<b>County Judge</b>	
<b>P.O. Box 4025</b>	
<b>Beaumont, Texas 77704</b>	

## Jefferson County



## Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

December 10, 2021

Ms. Loma George  
Hon. Jeff Branick's Office

RE: Agenda Item

Please place this item on the Thursday, December 16, 2021, Commissioners' Court Agenda.

Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2021.

Thank you.

*Exh  
Bo*  
Everette "Bo" Alfred  
Commissioner Precinct # 4

Enclosure

EA/nr

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
**County Commissioner Continuing Education Transcript**

**Reporting Period: 1/1/2021 - 12/31/2021**

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Hon. Everette "Bo" Alfred  
Commissioner  
Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701  
Phone: (409) 835-8443  
Fax: (409) 784-5803

ID:  
204898  
Term:  
1/1/2003 - 12/31/2022

Date	Description	Earned Hours
1/1/2021	Excess hours carried from 2020	8.00
6/23/2021	Texas Conference of Urban Counties 2021 Membership Luncheon - Legislative Series	2.00
9/3/2021	2021 Legislative Conference	9.00

**Total Hours Earned: 19.00**

**You have met your 2021 Commissioner Statutory Continuing Education requirement.  
You will carry forward 3.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

DAWN DONUTS  
CHAPMAN VENDING52.50  
142.40490080  
490114

194.90\*\*

ROAD &amp; BRIDGE PCT.#1

SPIDLE & SPIDLE  
ENTERGY  
M&D SUPPLY  
MUNRO'S  
OFFICE DEPOT  
S.E. TEXAS BUILDING SERVICE  
SOUTHEAST TEXAS WATER  
UNITED STATES POSTAL SERVICE  
HERRERA'S EMERGENCY LIGHTING  
HLAVINKA EQUIPMENT COMPANY  
INTERSTATE ALL BATTERY CENTER - BMT  
EMERGENCY POWER SERVICE  
ADVANCE AUTO PARTS  
REPUBLIC SERVICES4,952.90  
526.46  
54.98  
33.10  
59.94  
325.00  
29.50  
1.06  
1,428.50  
55.95  
403.90  
382.50  
5.24  
38.00489890  
489920  
489931  
489937  
489940  
489954  
489955  
489999  
490017  
490034  
490044  
490054  
490065  
490079

8,297.03\*\*

ROAD &amp; BRIDGE PCT.#2

EASTEX RUBBER & GASKET  
THE MUFFLER SHOP  
MUNRO'S  
S.E. TEXAS BUILDING SERVICE  
AT&T  
W. JEFFERSON COUNTY M.W.D.  
BUMPER TO BUMPER  
REPUBLIC SERVICES  
CY-FAIR TIRE  
DARRELL BUSH84.90  
70.00  
20.00  
346.66  
103.83  
27.67  
285.85  
76.25  
166.00  
154.56489910  
489936  
489937  
489954  
489958  
489968  
490024  
490079  
490094  
490112

1,335.72\*\*

ROAD &amp; BRIDGE PCT. # 3

AUDILET TRACTOR SALES  
CITY OF PORT ARTHUR - WATER DEPT.  
FARM & HOME SUPPLY  
GULF COAST AUTOMOTIVE, INC.  
MOTION INDUSTRIES, INC.  
MUNRO'S  
SMART'S TRUCK & TRAILER, INC.  
VULCAN MATERIALS CO.  
HOWARD'S AUTO SUPPLY  
CENTERPOINT ENERGY RESOURCES CORP  
PARKER LUMBER  
SAM'S CLUB DIRECT  
SHOPPA'S FARM SUPPLY  
REPUBLIC SERVICES  
GERALD T PELTIER JR  
C & I OIL OF BEAUMONT LP  
BRU-CO ALUMINUM INC59.00  
53.34  
10.38  
2.98  
485.25  
15.15  
53.42  
45,218.53  
57.49  
41.82  
93.49  
120.00  
305.00  
38.00  
200.00  
92.18  
6,300.00489894  
489906  
489912  
489919  
489935  
489937  
489953  
489966  
489973  
490026  
490049  
490059  
490073  
490079  
490096  
490100  
490103

53,146.03\*\*

ROAD &amp; BRIDGE PCT.#4

AUDILET TRACTOR SALES  
BEAUMONT TRACTOR COMPANY  
COASTAL WELDING SUPPLY  
BEAUMONT ENTERPRISE  
M&D SUPPLY  
SMART'S TRUCK & TRAILER, INC.  
AT&T  
UNITED STATES POSTAL SERVICE  
HLAVINKA EQUIPMENT COMPANY  
LD CONSTRUCTION  
ATTABOY TERMITE & PEST CONTROL  
SAM'S CLUB DIRECT  
A-1 MAIDA FENCE COMPANY  
REPUBLIC SERVICES121.20  
976.71  
72.00  
195.00  
45.96  
285.47  
83.22  
10.74  
2,399.30  
126.31  
31.42  
80.00  
1,997.00  
133.50489894  
489897  
489908  
489911  
489931  
489953  
489958  
489999  
490034  
490043  
490045  
490059  
490077  
490079

6,557.83\*\*

ENGINEERING FUND

NAME	AMOUNT	CHECK NO.	TOTAL
CANON SOLUTIONS AMERICA INC FUNCTION 4 LLC	159.72 140.00	490066 490082	299.72**
PARKS & RECREATION			
ENTERGY VULCAN MATERIALS CO. PARKER LUMBER SPRINT WASTE SERVICES LP	1,111.76 3,793.90 210.38 378.00	489920 489966 490049 490071	5,494.04**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT PITNEY BOWES, INC. ACE IMAGEWEAR UNITED STATES POSTAL SERVICE	522.58 829.88 38.61 1,209.14	489940 489942 489952 489999	2,600.21*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	8.39	489999	8.39*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	4.22	489999	4.22*
COUNTY CLERK			
OFFICE DEPOT CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT SAM'S CLUB DIRECT RICOH USA INC	213.45 118.40 260.29 101.83 40.00 300.68	489940 489974 489999 490001 490059 490061	1,034.65*
COUNTY JUDGE			
CATHERINE BRUNNEY ROCKY LAUDERMILK KIMBERLY PHELAN, P.C. GRACE NICHOLS GRACE NICHOLS HARVEY L WARREN III WYATT SNIDER	500.00 1,350.00 500.00 900.00 1,350.00 2,750.00 500.00	489925 490012 490028 490041 490042 490048 490051	7,850.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	32.73	489999	32.73*
COUNTY TREASURER			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	124.29 69.62	489940 489999	193.91*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE OFFICE DEPOT PORT ARTHUR NEWS, INC. UNITED STATES POSTAL SERVICE SAM'S CLUB DIRECT	33.36 190.97 870.43 3.64 45.00	489911 489940 489943 489999 490059	1,143.40*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE SPINDLETOP MHMR ADVANCED STAFFING ERS - TEXAS SOCIAL SECURITY PROGRAM LJA ENGINEERING INC SAM'S CLUB DIRECT ALLISON, BASS & MAGEE, LLP BOSWORTH PAPERS	1,583.04 34,666.91 97.50 35.00 895.50 55.00 26,250.00 346.20	489895 489930 489971 490020 490056 490059 490093 490111	63,929.15*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	775.68	489974	
TODD L. FREDERICK	474.88	490005	
SIRIUS COMPUTER SOLUTIONS INC.	1,558.41	490015	2,808.97*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	17.46	489999	17.46*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	122.96	489999	
SIERRA SPRING WATER CO. - BT	74.39	490001	197.35*
DISTRICT ATTORNEY			
CDW COMPUTER CENTERS, INC.	3,572.00	489974	
UNITED STATES POSTAL SERVICE	60.36	489999	
THOMSON REUTERS-WEST	4,151.81	490068	7,784.17*
DISTRICT CLERK			
OFFICE DEPOT	66.10	489940	
UNITED STATES POSTAL SERVICE	232.97	489999	
CHAPMAN VENDING	209.78	490114	508.85*
CRIMINAL DISTRICT COURT			
KEVIN S. LAINE	4,375.00	489972	
UNITED STATES POSTAL SERVICE	.46	489999	
WILLIAM MARCUS WILKERSON	800.00	490060	
MATUSKA LAW FIRM	600.00	490072	
THE SAMUEL FIRM, PLLC	1,400.00	490092	7,175.46*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	489956	
THOMSON REUTERS-WEST	154.00	490068	183.95*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	37.92	490003	37.92*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.46	489999	.46*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	595.00	489918	
OFFICE DEPOT	105.26	489940	
KEVIN S. LAINE	4,375.00	489972	
UNITED STATES POSTAL SERVICE	10.21	489999	
TURK LAW FIRM	24,271.54	490062	
LAW OFFICE OF CHARLES MCINTOSH	2,000.00	490106	31,357.01*
279TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	489893	
NATHAN REYNOLDS, JR.	980.00	489945	
KEVIN S. LAINE	325.00	489972	
CHARLES ROJAS	660.00	489977	
UNITED STATES POSTAL SERVICE	.40	489999	
TONYA CONNELL TOUPS	660.00	490037	
MATUSKA LAW FIRM	550.00	490072	
THE PARDUE LAW FIRM, PLLC	1,078.00	490107	
SHELANDER LAW OFFICE	165.00	490115	4,743.40*
317TH DISTRICT COURT			
KEVIN S. LAINE	325.00	489972	
LANGSTON ADAMS	325.00	490013	
JOEL WEBB VAZQUEZ	150.00	490023	800.00*
JUSTICE COURT-PCT 1 PL 1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	14.64	489999	14.64*
JUSTICE COURT-PCT 1 PL 2			
BENJAMIN C. COLLINS CASH ADVANCE ACCOUNT	315.00 283.94	489909 489929	598.94*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	163.00	490068	163.00*
JUSTICE COURT-PCT 4			
AT&T	83.22	489959	83.22*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	28.43	489999	28.43*
JUSTICE COURT-PCT 7			
TAC - TEXAS ASSN. OF COUNTIES	130.00	489961	130.00*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT OFFICE DEPOT THOMSON REUTERS-WEST	246.24 577.23 672.00	489929 489940 490068	1,495.47*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE LEXIS-NEXIS SIERRA SPRING WATER CO. - BT	13.44 83.00 70.92	489999 490000 490002	167.36*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE THOMAS J. BURBANK PC EDWARD B. GRIPON, M.D., P.A. JOHN E MACEY ATTORNEY AT LAW PLLC OFFICE DEPOT MARVA PROVO CHARLES ROJAS UNITED STATES POSTAL SERVICE LANGSTON ADAMS LAURIE PEROZZO TURK LAW FIRM MATUSKA LAW FIRM LAW OFFICE OF CHARLES MCINTOSH	250.00 250.00 1,350.00 250.00 71.35 250.00 250.00 .73 300.00 500.00 300.00 600.00 250.00	489891 489903 489918 489932 489940 489944 489977 489999 490013 490046 490062 490072 490106	4,622.08*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX THOMAS J. BURBANK PC JOHN D WEST SIERRA SPRING WATER CO. - BT TURK LAW FIRM	250.00 250.00 300.00 5.99 1,000.00	489902 489903 489979 490004 490062	1,805.99*
COURT MASTER			
UNITED STATES POSTAL SERVICE BUDDIE J HAHN	2,507.92	489999 490099	2,510.04*
MEDIATION CENTER			
MARKET BASKET SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE	305.11 41.50 .92	489933 489957 489999	347.53*
SHERIFF'S DEPARTMENT			
CITY OF BEAUMONT	18,874.89	489892	

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	13.85	489914	
ENTERGY	578.09	489920	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,340.00	489927	
OFFICE DEPOT	637.29	489940	
SAM'S WESTERN WEAR, INC.	420.12	489949	
AT&T	138.44	489958	
NATIONAL PUBLIC SAFETY INFORMATION	174.00	489970	
UNITED STATES POSTAL SERVICE	737.80	489999	
INTERSTATE ALL BATTERY CENTER - BMT	299.99	490044	
SAM'S CLUB DIRECT	40.00	490059	
GALLS LLC	178.75	490078	
REPUBLIC SERVICES	38.00	490079	
AXON ENTERPRISE INC	10,650.00	490084	
M&R FLEET SERVICES, INC.	1,640.47	490088	
SUPERION LLC	3,099.51	490097	
CRIME LABORATORY			39,861.20*
ACCUTOX, INC.	158.00	489889	
FED EX	20.91	489915	
SOUTHEAST TEXAS WATER	49.95	489955	
THREADS	56.00	489997	
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.09	490016	
SILSBEE FORD INC	34,487.70	490069	
AIRGAS USA, LLC	1,896.67	490089	
JAIL - NO. 2			36,747.32*
BOB BARKER CO., INC.	350.19	489896	
BELL FENCE MFG. CO.	2,187.84	489899	
COASTAL WELDING SUPPLY	262.15	489908	
GT DISTRIBUTORS, INC.	42.66	489916	
W.W. GRAINGER, INC.	732.02	489917	
HERTZ CORPORATION	345.66	489924	
JACK BROOKS REGIONAL AIRPORT	1,492.32	489928	
M&D SUPPLY	145.26	489931	
MCCOWN PAINT & SUPPLY OF TEXAS	1,335.24	489934	
OFFICE DEPOT	550.77	489940	
AT&T	1,431.55	489958	
WORTH HYDROCHEM	342.00	489969	
LOWE'S HOME CENTERS, INC.	166.18	490011	
INTERCONTINENTAL JET CORP	679.30	490025	
WORLD FUEL SERVICES	3,661.00	490047	
A1 FILTER SERVICE COMPANY	765.20	490053	
EPIC CARD SERVICES LLC	645.43	490057	
SAM'S CLUB DIRECT	40.00	490059	
MATERA PAPER COMPANY INC	825.10	490067	
GALLS LLC	1,064.00	490078	
REPUBLIC SERVICES	5,485.84	490079	
CORRHEALTH LLC	382,992.66	490087	
TRINITY SERVICES GROUP INC	823.40	490095	
JUVENILE PROBATION DEPT.			406,365.77*
FED EX	89.67	489913	
SAFER SOCIETY PRESS	168.00	489948	
UNITED STATES POSTAL SERVICE	19.93	489999	
TRISH DAVIS	183.90	490091	
JUVENILE DETENTION HOME			461.50*
BEAUMONT TROPHIES	296.50	489898	
SANITARY SUPPLY, INC.	2,147.25	489950	
S.E. TEXAS BUILDING SERVICE	2,600.00	489954	
FLOWERS FOODS	177.94	490019	
BEN E KEITH FOODS	6,617.01	490021	
VANSCHECA SANDERS-CHEVIS	400.00	490030	
REPUBLIC SERVICES	476.00	490079	
CONSTABLE PCT 1			12,714.70*
UNITED STATES POSTAL SERVICE	32.56	489999	
CONSTABLE-PCT 4			32.56*

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	41.61	489958	
THE PRODUCTIVITY CENTER	162.00	490006	
DISH NETWORK	82.69	490033	
TRANSUNION RISK AND ALTERNATIVE	1,270.00	490075	1,556.30*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	3.23	489999	3.23*
CONSTABLE PCT. 7			
TAC - TEXAS ASSN. OF COUNTIES	130.00	489960	
THE PRODUCTIVITY CENTER	162.00	490006	292.00*
CONSTABLE PCT. 8			
OFFICE DEPOT	295.65	489940	
TRIANGLE BLUE PRINT CO., INC.	842.01	489965	
TND WORKWEAR CO LLC	40.00	490083	1,177.66*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	6.08	489999	6.08*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	489922	
OFFICE DEPOT	15.52	489940	
MCKESSON MEDICAL-SURGICAL INC	394.54	489975	
UNITED STATES POSTAL SERVICE	71.42	489999	
SAM'S CLUB DIRECT	40.00	490059	
VECTOR SECURITY	195.00	490085	
EZEA D EDE MD	3,245.08	490109	4,031.56*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,040.00	489907	
CDW COMPUTER CENTERS, INC.	1,113.16	489974	
MCKESSON MEDICAL-SURGICAL INC	394.54	489975	
SAM'S CLUB DIRECT	40.00	490059	
EZEA D EDE MD	3,245.08	490109	5,832.78*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	490113	1,000.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	4,798.65	490010	
ROSS DRESS FOR LESS, INC.	2,432.25	490029	7,230.90*
MAINTENANCE-BEAUMONT			
HERNANDEZ OFFICE SUPPLY, INC.	1,107.75	489923	
RITTER @ HOME	149.94	489946	
RALPH'S INDUSTRIAL ELECTRONICS	76.00	489947	
ACE IMAGEWEAR	203.70	489952	
SHI GOVERNMENT SOLUTIONS, INC.	120.33	490007	
ATTABOY TERMITE & PEST CONTROL	216.05	490045	
REPUBLIC SERVICES	1,428.00	490079	3,301.77*
MAINTENANCE-PORT ARTHUR			
BETA TECHNOLOGY	564.00	489900	
ENTERGY	3,298.54	489920	
OFFICE DEPOT	117.06	489940	
LOWE'S HOME CENTERS, INC.	41.71	490011	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	100.00	490040	
PARKER LUMBER	131.42	490049	
SAM'S CLUB DIRECT	80.00	490059	
WES VICE HARDWOODS & SUPPLY INC	27.00	490104	4,359.73*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
SETZER HARDWARE, INC.	13.94	489951	
ACE IMAGEWEAR	36.49	489952	
S.E. TEXAS BUILDING SERVICE	4,341.67	489954	
TIME WARNER COMMUNICATIONS	49.94	489964	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	74.85	490076	
REPUBLIC SERVICES	76.25	490079	
			4,593.14*
SERVICE CENTER			
CHUCK'S WRECKER SERVICE	125.00	489904	
J.K. CHEVROLET CO.	7,176.93	489926	
M&D SUPPLY	44.46	489931	
PHILPOTT MOTORS, INC.	963.34	489941	
AT&T	69.22	489958	
JEFFERSON CTY. TAX OFFICE	7.50	489980	
JEFFERSON CTY. TAX OFFICE	7.50	489981	
JEFFERSON CTY. TAX OFFICE	7.50	489982	
JEFFERSON CTY. TAX OFFICE	7.50	489983	
JEFFERSON CTY. TAX OFFICE	7.50	489984	
JEFFERSON CTY. TAX OFFICE	7.50	489985	
JEFFERSON CTY. TAX OFFICE	7.50	489986	
JEFFERSON CTY. TAX OFFICE	7.50	489987	
JEFFERSON CTY. TAX OFFICE	7.50	489988	
JEFFERSON CTY. TAX OFFICE	7.50	489989	
JEFFERSON CTY. TAX OFFICE	7.50	489990	
JEFFERSON CTY. TAX OFFICE	7.50	489991	
JEFFERSON CTY. TAX OFFICE	7.50	489992	
JEFFERSON CTY. TAX OFFICE	7.50	489993	
JEFFERSON CTY. TAX OFFICE	7.50	489994	
JEFFERSON CTY. TAX OFFICE	16.75	489995	
LOWE'S HOME CENTERS, INC.	182.16	490011	
VOYAGER FLEET SYSTEM, INC.	24,284.59	490018	
PETROLEUM SOLUTIONS, INC.	947.75	490022	
BUMPER TO BUMPER	392.81	490024	
AMERICAN TIRE DISTRIBUTORS	896.94	490039	
MIGHTY OF SOUTHEAST TEXAS	90.80	490052	
PRO CHEM INC	89.10	490058	
ACTION OVERHEAD DOOR LLC	137.00	490064	
ADVANCE AUTO PARTS	542.26	490065	
REPUBLIC SERVICES	76.25	490079	
			36,147.86*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	8.08	489999	
			8.08*
			710,102.50**
MOSQUITO CONTROL FUND			
MUNRO'S	71.94	489937	
REPUBLIC SERVICES	76.25	490079	
			148.19**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	349.50	490009	
PATRICIA VELASCO	44.94	490081	
MARY BEVIL	20.00	490105	
			414.44**
GRANT A STATE AID			
BI INCORPORATED	405.00	489978	
GRAYSON COUNTY DEPT OF JUVENILE	5,930.70	490074	
			6,335.70**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	116.64	489962	
UNITED STATES POSTAL SERVICE	162.61	489999	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	490038	
JCCSC	200.00	490050	
SAM'S CLUB DIRECT	80.00	490059	
RELIAS LLC	13,507.07	490117	
			21,031.32**
JEFF. CO. WOMEN'S CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
BURT WALKER PARTNERS, LTD	4,500.00	489967	
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.12	490016	
SAM'S CLUB DIRECT	40.00	490059	
REPUBLIC SERVICES	123.82	490079	
LAW OFFICER TRAINING GRT			4,741.94**
OFFICE DEPOT	55.49	489940	
COUNTY CLERK - RECORD MGT			55.49**
MANATRON	11,584.24	490035	
COUNTY RECORDS MANAGEMENT			11,584.24**
TYLER TECHNOLOGIES INC	57,248.00	490098	
HOTEL OCCUPANCY TAX FUND			57,248.00**
BINSWANGER GLASS CO.	247.24	489901	
MUNRO'S	143.52	489937	
DISH NETWORK	130.70	490032	
SAM'S CLUB DIRECT	40.00	490059	
REPUBLIC SERVICES	76.25	490079	
AIRPORT FUND			637.71**
SPIDLE & SPIDLE	521.17	489890	
ENTERGY	257.86	489921	
OFFICE DEPOT	22.41	489940	
SETZER HARDWARE, INC.	16.17	489951	
S.E. TEXAS BUILDING SERVICE	4,246.66	489954	
AT&T	747.24	489958	
TIME WARNER COMMUNICATIONS	105.54	489963	
WESTEND HARDWARE CO	42.24	490008	
DISH NETWORK	106.70	490031	
LJA ENGINEERING INC	3,800.00	490056	
CRAWFORD ELECTRIC SUPPLY COMPANY	86.98	490063	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	53.96	490070	
REPUBLIC SERVICES	305.00	490079	
TITAN AVIATION FUELS	22,223.80	490090	
CY-FAIR TIRE	522.61	490094	
CHAPMAN VENDING	252.41	490114	
AIRPORT IMPROVE. GRANTS			33,310.75**
KSA ENGINEERS INC	27,751.15	490108	
SE TX EMP. BENEFIT POOL			27,751.15**
EXPRESS SCRIPTS INC	163,123.60	490086	
UNITED HEALTHCARE SERVICES INC	944.00	490101	
SETEC FUND			164,067.60**
REPUBLIC SERVICES	2,911.53	490079	
WORKER'S COMPENSATION FD			2,911.53**
TRISTRAR RISK MANAGEMENT	3,819.78	490027	
ARRC CORONAVIRUS RECOVERY			3,819.78**
CITY OF BEAUMONT - WATER DEPT.	45.98	489905	
ENTERGY	1,404.04	489920	
GOPHER INDUSTRIAL INC	3,549.25	490102	
GLO DISASTER RECOVERY			4,999.27**
WHITELEY OLIVER ENGINEERING, LLC	27,520.00	490116	
DISTRICT CRT RECORDS TECH			27,520.00**

NAME	AMOUNT	CHECK NO.	TOTAL
WESTERN MICROGRAPHICS & IMAGING	740.00	490055	740.00**
MARINE DIVISION			
ENTERGY	693.45	489920	
JACK BROOKS REGIONAL AIRPORT	91.46	489928	
RITTER @ HOME	90.76	489946	
SETZER HARDWARE, INC.	29.61	489951	
AT&T	88.92	489958	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	489976	
VERIZON WIRELESS	531.86	489996	
AERO PRODUCTS	66.75	490014	
BUMPER TO BUMPER	95.71	490024	
THE DINGO GROUP-PETE JORGENSEN MARI	176.50	490036	
GALLS LLC	120.46	490078	
VECTOR SECURITY	39.95	490085	
NEXT GENERATION POWER ENGINEERING	1,984.31	490110	
			4,069.74**
			1,156,814.62***

**Special, December 16, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 16, 2021