

SPECIAL, 5/19/2014 1:30:00 PM

BE IT REMEMBERED that on May 19, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
May 19, 2014

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
May 19, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **19th** day of **May 2014** at its regular meeting place in the Commissioner's 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:

WORKSHOP: 11:00 a.m. – Presentation from Mr. Jim Bethke, Executive Director, Texas Indigent Defense Commission, to update the Commissioners Court regarding the review of Jefferson County's Indigent Defense Systems.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday June 7, 2014 at 9:00 A.M.

SEE ATTACHMENTS ON PAGES 9 - 9

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and possibly approve inter-department transfer of county property as authorized by Local Government Code §262.011 (j).

SEE ATTACHMENTS ON PAGES 10 - 13

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

CONSTABLE PRECINCT 8:

3. Consider and possibly approve the hiring of Harvey Francisco Ibarra as Deputy Constable with Constable Precinct Eight in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 14 - 14

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

4. Consider and possibly approve, execute, receive and file a lease with United Airlines for terminal space in the Jack Brooks Regional Airport terminal for the operation of a bus service to IAH (George Bush International).

SEE ATTACHMENTS ON PAGES 15 - 24

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve budget transfer - Justice of the Peace, Precinct 6 - additional cost for extra help.

120-2047-412-1005	EXTRA HELP	\$7,505.00	
120-2047-412-3078	OFFICE SUPPLIES		\$1,674.00
120-2047-412-3084	MINOR EQUIPMENT		\$1,000.00
120-2047-412-4011	EQUIPMENT- MISCELLANEOUS		\$600.00
120-2047-412-5021	DUES/SUBSCRIPTIONS		\$135.00
120-2047-412-5062	TRAVEL EXPENSE		\$996.00
120-2047-412-5045	BONDS SURETY/NOTARY		\$100.00
120-2047-412-2003	EMPLOYEES' INSURANCE		\$2,900.00
120-2047-412-4052	POSTAGE		\$100.00

SEE ATTACHMENTS ON PAGES 25 - 25

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider and approve budget transfer - Road & Bridge, Precinct 2 - purchase of pressure washer.

112-0209-431-6011	ROAD MACHINERY	\$6,000.00	
112-0202-431-3079	CRUSHED STONE		\$6,000.00

SEE ATTACHMENTS ON PAGES 26 - 26

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve budget transfer - Road & Bridge, Precinct 2 - purchase of computer.

112-0209-431-6002	COMPUTER EQUIPMENT	\$2,000.00	
112-0201-431-4052	POSTAGE		\$1,500.00
112-0201-431-3010	BOOKS-PRINTED		\$500.00

SEE ATTACHMENTS ON PAGES 27 - 27

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Regular County Bills - check #393770 through check #393992.

SEE ATTACHMENTS ON PAGES 28 - 36

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY CLERK:

9. Consider and possibly approve, receive and file Order canvassing results of the May 10, 2014, Joint Special Election in accordance with Election Code 67.003.

SEE ATTACHMENTS ON PAGES 37 - 40

Motion by: Commissioner Sinegal
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider and possibly approve a Proclamation for Historic Preservation Month in Jefferson County.

SEE ATTACHMENTS ON PAGES 41 - 41

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

11. Receive and file Stipulated Amendment to the Abatement Agreement between Huntsman Petrochemical LLC and Jefferson County, Texas which was executed September 13, 2013.

SEE ATTACHMENTS ON PAGES 42 - 45

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

12. Consider, possibly approve and authorize the County Judge to execute a Memorandum of Understanding between the Southeast Texas Regional Planning Commission and Jefferson regarding the 2014 Port Security Grant Program and the County's use of the Southeast Texas Emergency Alerting Network.

SEE ATTACHMENTS ON PAGES 46 - 47

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

13. Consider, possibly approve and authorize the County Judge to execute, receive and file an agreement with Linebarger, Goggan, Blair, & Sampson, LLP for the collection of delinquent property taxes. (This is a renewal of the contract originally executed May 1, 2009).

SEE ATTACHMENTS ON PAGES 48 - 92

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

ENGINEERING:

14. Consider and possibly approve a Minor Plat of Laughlin Place --Tract I and Tract II, being 5.855 acres of land and part of the W. N. Sigler Survey, Abstract No. 48, Jefferson County, Texas. This property is located in Precinct 2 and is within the City of Beaumont's ETJ (extra-territorial jurisdiction).

SEE ATTACHMENTS ON PAGES 93 - 96

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

SET NEXT MEEETING DATE, MONDAY MAY 26, 2014 IS A COUNTY HOLIDAY (MEMORIAL DAY)

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.**

Notice of Meeting and Agenda and Minutes
May 19, 2014

Jeff R. Branick
County Judge

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

June 7, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CRIME LAB	PANASONIC TELEVISION	G5AA43374	30098
<i>contact person: Rebekah Sweetenham</i>			
DISPUTE RESOLUTION	WOODEN COMPUTER TABLE		
<i>contact person: Kara Hawthorn</i>			
ROAD & BRIDGE PCT. #4	1994 FORD F250XL PICKUP TRUCK	1FTEF25N2RLB46044	7837
<i>contact person: Kenneth Minkins</i>			

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
WOODEN CABINET	TAX - BEAUMONT		ROAD & BRIDGE 4
KRUEGAR MODULAR SEATING	DISTRICT ATTORNEY	1404	ROAD & BRIDGE 4
BROWN FABRIC CHAIR	TAX - BEAUMONT	9139	TAX - MID-COUNTY
3-DRAWER FILING CABINET	TAX - BEAUMONT	9344	TAX - MID-COUNTY
3-DRAWER FILING CABINET	TAX - BEAUMONT		TAX - MID-COUNTY
MICRO POWER CENTER	TAX - BEAUMONT	9194	ROAD & BRIDGE 4
MAUVE FABRIC CHAIR	TAX - BEAUMONT	9357	ROAD & BRIDGE 4
MTSUBISHI 26" TELEVISION	COMMUNITY SUPERVISION	6584	HEALTH & WELFARE - P.A.
MTSUBISHI VCR PLAYER	COMMUNITY SUPERVISION	18607	HEALTH & WELFARE - P.A.
TV CART	COMMUNITY SUPERVISION		HEALTH & WELFARE - P.A.
DESK	TAX - PORT ARTHUR	2444	HEALTH & WELFARE - P.A.
RCA 36" TELEVISION	58TH DISTRICT COURT	23444	ROAD & BRIDGE 4
METAL TV/VCR CART	58TH DISTRICT COURT	26017	ROAD & BRIDGE 4
LEATHER COUCH	CRIMINAL DISTRICT COURT		DRUG COURT
CHAIR	COURT AT LAW #1	13539	317TH DISTRICT COURT
CHAIR	COURT AT LAW #1	13570	317TH DISTRICT COURT
CHAIR	COURT AT LAW #1	13571	317TH DISTRICT COURT
CHAIR	COURT AT LAW #1	13573	317TH DISTRICT COURT
CHAIR	COURT AT LAW #1	13574	317TH DISTRICT COURT
CHAIR	COURT AT LAW #1	21244	317TH DISTRICT COURT
DESK	MOSQUITO CONTROL		ROAD & BRIDGE 2
CHAIR	MOSQUITO CONTROL	17344	ROAD & BRIDGE 2
SNAPPER RIDING MOWER	VISITORS CENTER	32976	ROAD & BRIDGE 4
3M PROJECTOR	HEALTH & WELFARE - P.A.	21328	ROAD & BRIDGE 4
DESK	HEALTH & WELFARE - BMT.	1983	ROAD & BRIDGE 4
CHAIR	STORAGE	14712	DPS - MID-COUNTY
CHAIR	STORAGE	13709	DPS - MID-COUNTY
CHAIR	STORAGE	11453	DPS - MID-COUNTY
CHAIR	STORAGE	30889	DPS - MID-COUNTY
GREEN FABRIC CHAIR	STORAGE		DPS - MID-COUNTY

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
BLACK LEATHER CHAIR	STORAGE		DPS - MID-COUNTY
BROWN FABRIC CHAIR	STORAGE	29464	DPS - MID-COUNTY
DESK	STORAGE	29467	DPS - MID-COUNTY
DESK W/RETURN	STORAGE		DPS - MID-COUNTY
4-DRAWER FILE CABINET	STORAGE	29487	DPS - MID-COUNTY
4-DRAWER FILE CABINET	STORAGE	13506	DPS - MID-COUNTY
DESK	STORAGE	19791	DPS - MID-COUNTY
TABLE	STORAGE		DPS - MID-COUNTY
6-SHELF METAL STORAGE RACK	HEALTH & WELFARE I	24977	ROAD & BRIDGE 4
DESK	TAX - BEAUMONT	6611	SHERIFF
4-DRAWER FILE CABINET	TAX - BEAUMONT		PHARMACY
DESK	TAX - BEAUMONT	1974	SHERIFF
BLACK LEATHER CHAIR	TAX - BEAUMONT	31065	CORRECTIONAL FACILITY
BROWN FABRIC CHAIR	TAX - BEAUMONT		CORRECTIONAL FACILITY
ORANGE & BROWN CHAIR	TAX - BEAUMONT	9272	CORRECTIONAL FACILITY
ORANGE & BROWN CHAIR	TAX - BEAUMONT	9274	CORRECTIONAL FACILITY
ORANGE & BROWN CHAIR	TAX - BEAUMONT	9271	CORRECTIONAL FACILITY
ORANGE & BROWN CHAIR	TAX - BEAUMONT	9273	CORRECTIONAL FACILITY
ORANGE & BROWN CHAIR	TAX - BEAUMONT	9269	CORRECTIONAL FACILITY
ORANGE & BROWN CHAIR	TAX - BEAUMONT	9270	CORRECTIONAL FACILITY
GREY METAL SHELF	SHERIFF		MORGUE
BLUE FABRIC CHAIR	TAX - BEAUMONT	30418	MAINTENANCE
TABLE	DISPUTE RESOLUTION	10881	HEALTH & WELFARE - BMT.
TV CART	DISPUTE RESOLUTION	29759	HEALTH & WELFARE - BMT.
JVC TELEVISION	DISPUTE RESOLUTION		HEALTH & WELFARE - BMT.
SYLVANIA DVD PLAYER	DISPUTE RESOLUTION		HEALTH & WELFARE - BMT.
MAGNAVOX TELEVISION	DISPUTE RESOLUTION	29758	HEALTH & WELFARE - BMT.
DESK	TAX - BEAUMONT	9127	HEALTH & WELFARE - BMT.
TABLE	TAX - BEAUMONT	5224	HEALTH & WELFARE - BMT.
END TABLE	TAX - BEAUMONT		HEALTH & WELFARE - BMT.

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
BLUE FABRIC CHAIR	TAX - BEAUMONT		HEALTH & WELFARE - BMT.
BLUE FABRIC CHAIR	TAX - BEAUMONT		HEALTH & WELFARE - BMT.
4-DRAWER FILE CABINET	HEALTH & WELFARE I	14675	ROAD & BRIDGE 4
WOODEN TABLE	TAX - BEAUMONT	5451	SHERIFF
BLACK LEATHER CHAIR	CONSTABLE PCT. 2	30424	SUB-COURTHOUSE MAINTENANCE
WOODEN HISTORICAL CHAIR	VETERANS	10910	HISTORICAL COMMISSION
WOODEN HISTORICAL CHAIR	VETERANS	10911	HISTORICAL COMMISSION
WOODEN HISTORICAL CHAIR	VETERANS	10912	HISTORICAL COMMISSION
WOODEN HISTORICAL CHAIR	VETERANS	10913	HISTORICAL COMMISSION
WOODEN HISTORICAL CHAIR	VETERANS	10914	HISTORICAL COMMISSION
WOODEN HISTORICAL CHAIR	VETERANS	10915	HISTORICAL COMMISSION
WOODEN HISTORICAL CHAIR	VETERANS	10938	HISTORICAL COMMISSION
WOODEN HISTORICAL CHAIR	VETERANS	10939	HISTORICAL COMMISSION
5-DRAWER FILE CABINET	RISK MANAGEMENT	25310	HISTORICAL COMMISSION
5-DRAWER FILE CABINET	RISK MANAGEMENT	25311	HISTORICAL COMMISSION
5-DRAWER FILE CABINET	RISK MANAGEMENT	25312	HISTORICAL COMMISSION
5-DRAWER FILE CABINET	RISK MANAGEMENT	25313	HISTORICAL COMMISSION
MAUVE FABRIC CHAIR	TAX - BEAUMONT	31089	ROAD & BRIDGE 2
MAUVE FABRIC CHAIR	TAX - BEAUMONT	31090	ROAD & BRIDGE 2
MAUVE FABRIC CHAIR	TAX - BEAUMONT	31091	ROAD & BRIDGE 2
MAUVE FABRIC CHAIR	TAX - BEAUMONT	31092	ROAD & BRIDGE 2
BLACK LEATHER CHAIR	TAX - BEAUMONT	31087	ROAD & BRIDGE 2
BLACK LEATHER CHAIR	TAX - BEAUMONT		ROAD & BRIDGE 2
BLACK LEATHER CHAIR	TAX - BEAUMONT		ROAD & BRIDGE 2
BLACK LEATHER CHAIR	TAX - BEAUMONT		ROAD & BRIDGE 2
DESK	TAX - BEAUMONT	6025	ROAD & BRIDGE 2
DESK	TAX - BEAUMONT	6724	ROAD & BRIDGE 2
CABINET	TAX - BEAUMONT		ROAD & BRIDGE 2
CHAIR	58TH DISTRICT COURT	32725	PURCHASING
BLACK LEATHER CHAIR	TAX - BEAUMONT	30416	J.P. PCT. 6

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
BLACK LEATHER CHAIR	TAX - BEAUMONT	31070	J.P. PCT. 6
BLACK LEATHER CHAIR	TAX - BEAUMONT	31076	J.P. PCT. 6
BLACK LEATHER CHAIR	TAX - BEAUMONT	NO TAG	J.P. PCT. 6
BLACK LEATHER CHAIR	TAX - BEAUMONT	NO TAG	J.P. PCT. 6
BLACK LEATHER CHAIR	TAX - BEAUMONT	NO TAG	J.P. PCT. 6
CHAIR	J.P. PCT. 6	19723	DISTRICT ATTORNEY
CHAIR	J.P. PCT. 6	19725	DISTRICT ATTORNEY
BLACK LEATHER CHAIR	TAX - BEAUMONT	NO TAG	AGR-LIFE EXTENSION
BLACK LEATHER CHAIR	TAX - BEAUMONT	NO TAG	AGR-LIFE EXTENSION
BLACK LEATHER CHAIR	TAX - BEAUMONT	NO TAG	AGR-LIFE EXTENSION
BROWN FABRIC CHAIR	TAX - BEAUMONT	5506	AGR-LIFE EXTENSION

Approved by Commissioners' Court: _____

EDDIE J. COLLINS
CONSTABLE PRECINCT EIGHT
525 LAKESHORE DRIVE
PORT ARTHUR, TEXAS 77640
409-983-8311 FAX 409-983-8303
E - mail jcp8@co.jefferson.tx.us



WILLIE JANE BRISCOE
Senior Office Specialist

RECEIVED
MAY 14 2014

May 14, 2014

Jefferson County Commissioner's Court
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Honorable Judge and Commissioners:

Please consider and possibly approve the hiring of Harvey Francisco Ibarra as Deputy Constable with Constable Precinct Eight in accordance with Local Government Code (LGC) 86.011.

Harvey Francisco Ibarra a certified Peace Officer and his commission are active. He has been cleared with Texas Commission on Law Enforcement Officer Standards and Education.

If you need further information, call me. Your cooperation in this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Eddie J. Collins".

Eddie J. Collins

EJC: wjb

The State of Texas	§	Operating & Terminal
County of Jefferson	§	Lease Agreement

THIS OPERATING AGREEMENT AND TERMINAL LEASE is made and entered into this 6th day of May, 2014, but is made effective as of July 1, 2012 by and between the JEFFERSON COUNTY, a public body, hereinafter referred to as the "Lessor", and UNITED AIRLINES, INC. a Delaware corporation (f/k/a Continental Airlines, Inc.) authorized to do business in the State of Texas, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, LESSOR has exclusive authority and power to operate the real property located in the County of Jefferson, State of Texas, known as the Jack Brooks Regional Airport (the "Airport"); and

WHEREAS, Lessee is currently engaged in the business of transporting persons, property, cargo and mail by ground vehicles from Jack Brooks Regional Airport; and

WHEREAS, LESSOR desires to lease terminal space to Lessee and Lessee desires to lease terminal space from LESSOR and

WHEREAS, LESSOR has the sole and exclusive authority to levy and collect all rentals, fees, and charges incidental to Lessee's use of the Airport and its appurtenances.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, and for other valuable consideration, the parties hereto agree as follows:

1. USE OF AIRPORT. Lessee, its employees, passengers, guests, patrons, and invitees shall have the right to the use (in common with other duly authorized users) of the Airport and its appurtenances, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Rules and Regulations of LESSOR ("Rules and Regulations") which are not in conflict with this Agreement.

2. SPECIFIC RIGHTS OF LESSEE AT THE AIRPORT. Lessee shall have the right, in addition to all rights elsewhere granted in this Agreement, to use the Airport for each of the following purposes:

A. The carriage of persons, including all activities reasonably necessary to such operation hereafter referred to as Lessee's "transportation system".

B. The sale of tickets, documentation of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of ground conveyance as Lessee may desire to use in the operation of its transportation business. Any ground transportation commercial carrier shall first secure and thereafter hold a valid lease, license, or other agreement with Airport for the right to carry persons or their baggage to and from the Airport as Airport may set by agreements, ordinances, or Rules and Regulations.

C. The purchase of Lessee's requirements of personal property or services, including food, beverage, and other passenger supplies, and any other materials and supplies used by Lessee from any person or company of Lessee's choice for services to be performed for Lessee that are incidental to the operation of the Lessee's transportation business.

D. The installation, maintenance, and operation of identifying signs, posters, and graphics in the terminal or in Lessee's leased premises, subject to the prior written approval of Airport Director.

E. The installation, maintenance, and operation of such radio, meteorological, radio communication, telephone, telefax, computers and other telecommunication devices and aerial navigation equipment and facilities at suitable locations on the Airport as may be necessary or convenient in the opinion of Lessee for its operations; provided that (1) the location of such equipment and facilities shall be subject to the prior written approval of the Executive Director; and (2) the use and location of such equipment and facilities shall not conflict with other similar equipment and facilities on the Airport.

F. The provision of baggage service in the Terminal Building.

3. LESSEE RESPONSIBILITIES. In connection with the exercise of its rights under this Agreement, Lessee:

A. Shall not knowingly do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, electrical system, heating system, natural gas, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, or other Airport systems installed or located on or within the premises of the Airport.

B. Lessee will comply with any applicable environmental regulations affecting its operations. Lessee will take necessary precautions to capture any spills and to keep the areas free of discharges of hazardous chemicals or petroleum products. Lessee shall not engage in any activity or conduct, including but not limited to the use, treatment, generation, transportation, processing, handling, disposal, production or storage of hazardous substances, or the use of solvents, lubricants, petroleum, degreasers in such a manner as to violate legal requirements regarding the soil or ground or open waters or the emission of vapors or gases which constitute atmospheric pollutants, which creates or may create an unlawful, dangerous, injurious, or noxious condition or that violates the terms or conditions of the Airports environmental permits. Lessee shall become familiar with the requirements of Airport's spill protection plan. The Airport shall have the right to monitor Lessee's activities, whether in an exclusive use area or in a common use area, for compliance with Airport's Spill Prevention Control and Counter Measure Plan (SPCC) and Storm Water Plan. Lessee shall not be responsible for any environmental contamination prior to its occupancy of the premises.

C. Operator recognizes Lessor's required compliance with Transportation Security Administration Regulations concerning airport security. Lessee agrees to cooperate and comply with such regulations and Lessor's Airport Security Program (ASP) as it relates to its use of the Lessor's public facilities. Lessee shall take the necessary steps to prevent or deter unauthorized persons from obtaining access to the secured areas of the Airport under its exclusive control. To the extent possible, Lessee agrees to cooperate with Lessor and/or any other air carrier or lessee in dealing with aircraft and emergencies at the Airport. In the event of an emergency Lessee will fully cooperate with Lessor and assist in the implementation of the then current Airport Emergency Plan.

D. Lessee shall not sell or dispense food or beverages at the Airport, other than to its customers in event of a flight delay, unless authorized by Airport Director.

4. **TERM.** The term of this Agreement shall commence on July 1, 2012 and shall continue on a month-to-month period. **RENTALS AND FEES.** The consideration that Lessee agrees to provide Lessor for leasing space under this Agreement is to:

- A. provide regularly scheduled transportation to and from the Airport, and
- B. pay rentals and fees for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, according to the terms specified in attached Exhibit "A".
- C. Lessor reserves the right to revise its Passenger Facility Charge (PFC) and Landing Fees during the term of this Agreement in accordance with FAA guidelines.

5. **MAINTENANCE AND OPERATION OF AIRPORT FACILITIES.** Lessor agrees that it will maintain the landing field, runways, aprons, taxiways, terminal building, and all appurtenant facilities connected therewith in substantially as good order and condition as they are in at the present time. Lessor agrees, except as herein otherwise provided, that it will, during the term of this lease, maintain and keep the Airport in a safe, workable, clean and sanitary condition and in good repair and free from obstruction, including such clearing and removal of snow that is reasonable to permit operations as soon as it is practicable for the Airport to do so. Lessor agrees to retain FAA Airport Certification and to keep, maintain and operate the Airport in such a manner as to render it suitable for use by Lessee in its transportation operations and in accordance with all rules and regulations of the FAA. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction.

6. **TERMINAL BUILDING.** Lessee shall have the exclusive use of an area containing 285 square feet for ticket counter space and 553 square feet for office space ("Leased Premises") for such uses as Lessee finds necessary to the operation of its transportation system. Such uses shall include the sale of tickets, manifesting of passengers and cargo, handling of mail, baggage and cargo, and the operation and communications office. Lessee, its employees, passengers, guests, patrons and invitees shall also have the use, in common with others, of any public space now available in the Terminal Building, or which may hereafter be made available, including, but not limited to, waiting rooms, rest rooms and auto parking space adjacent to the Terminal Building. All passenger waiting rooms, rest rooms and other facilities in the Terminal Building shall be furnished and maintained by the Airport in a neat and sanitary condition for the non-exclusive use of Lessee's passengers, invitees and employees. In the event a new terminal is constructed by Airport prior to expiration of this Agreement, the parties will determine the location, terms and conditions of Lessee's occupancy in the new terminal.

7. **HEAT, AIR CONDITIONING, ELECTRICITY, WATER, SEWER, TELEPHONE AND JANITORIAL SERVICE.** Lessor, at its own expense, shall furnish all heat, air conditioning, electricity, janitorial, water and sewer for the Terminal Building and will keep the public use premises in a neat, clean and sanitary condition. Lessee shall furnish its telephone service and provide janitorial service for the Leased Premises.

8. **INSURANCE.** Lessee shall maintain in full force and effect the forms of insurance set forth in this Article 9. All such insurance shall be evidenced by certificates of insurance naming Lessor as an additional insured satisfactory to Airport, evidencing coverage as required herein.

- A. Aircraft liability and comprehensive form general liability insurance, covering bodily injury, property damage, and contractual liability with a liability limit of not less than \$25,000,000 for Lessees operating aircraft, combined single limit per each occurrence for bodily injury and property damage liability in order to assure payment of damage occasioned by Lessee's operations or activities.
- B. Automobile liability insurance in an amount adequate to cover automobile insurance in, around, or at the Airport in an amount not less than \$1,000,000 per person and \$5,000,000 per occurrence.

C. Lessee shall likewise maintain workers' compensation insurance, covering all its employees who may from time to time be on Airport premises in such capacity. Lessee shall require each of its agents, licenses, subcontractors, and suppliers for the leased premises to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Lessee's operations hereunder. Upon request by Lessor, Lessee shall furnish Lessor with evidence of such workers' compensation insurance in a form acceptable to Lessor.

D. If any claim for damages is filed with Lessee over \$5,000 or if any lawsuit is instituted against Lessee, Lessee shall give prompt and timely notice thereof to Lessor, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with Lessee's use of the leased premises or Lessee's operations or activities in regard to the Lessor and that in any way affect or might reasonably affect Lessor.

E. If any claim for damages is filed with Lessor over \$5,000 or if any lawsuit is instituted against Lessor, Lessor shall give prompt and timely notice thereof to Lessee, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with the operation of the Airport and that in any way affect or might reasonably affect Lessee.

9. **INDEMNIFICATION.** Lessee agrees fully to indemnify, defend, and hold Lessor harmless from and against all claims and actions (and all reasonable expenses incidental to the investigation and defense thereof) based on or arising out of damages or injuries or death to any person or property to the extent caused by or arising out of the use, occupancy, or operations of Lessee at the premises. Lessee shall not be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage, or loss is caused by the fault or negligence of Lessor, its agents, or employees. Lessor and Lessee further agree to give each other prompt and reasonable notice of any such claims or actions.

10. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event the premises covered by this lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this lease, at the option of Lessee shall cease and terminate as of the date of such destruction or damage. Upon such termination, the Lessor shall repay to Lessee any rents previously paid by Lessee with respect to any period subsequent to the date of such termination, and Lessee shall surrender possession of the premises to Lessor. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessor shall forthwith repair the same with all reasonable diligence, and at its own expense (unless such damage was caused by the negligence or actions of Lessee, its employees, and/or agents in which case the Lessee shall repair the premises) and this lease shall continue in force and effect with an equitable adjustment or abatement in rent and fees for that portion of the premises rendered untenable.

11. **CANCELLATION BY LESSOR.** Lessor may cancel this Agreement upon giving Lessee sixty (60) days written notice, upon or after the happening of any of the following events:

- A. nonpayment of rent and fees to Lessor by Lessee;
- B. the filing by Lessee of a voluntary petition in bankruptcy, the adjudication of Lessee as a bankruptcy pursuant to involuntary bankruptcy proceedings, or the appointment of a receiver of Lessee's assets;
- C. the default by Lessee in the performance of any other covenants or agreements herein required to be performed by Lessee (except as set forth above) and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from Lessor of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Airport's notice of cancellation.

D. No waiver of default shall be construed to be or act as a waiver by Lessor of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee.

12. CANCELLATION BY LESSEE. Lessee may cancel this Agreement upon giving Lessor thirty (30) days written notice, upon or after the happening of any one of the following events:

A. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes;

B. The material breach by Lessor of any of the covenants or agreements herein contained and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of a written notice of the existence of such breach;

C. The inability of Lessee to use said premises and facilities continuing for a period in excess of thirty (30) days due to any deficiency of the Airport or unsafe condition for operating at the Airport;

D. No waiver of default shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

13. CARE AND SURRENDER OF PREMISES. Lessee shall take good care of the Leased Premises. Upon the expiration or other termination of this Agreement, Lessee's authority to use the premises, rights and facilities herein granted shall cease, and Lessee shall, upon such expiration or termination, promptly and in good condition, ordinary wear and tear and casualty excepted, surrender the same to Lessor. Except as otherwise provided in this article, all improvements, equipment and other property bought, installed, erected or placed by Lessee in, on, or about the leased premises shall be deemed to be personal and shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this lease and prior to its expiration or other termination to remove any or all of its property from the leased premises; provided, Lessee is not in default in its payments to Lessor hereunder and subject further to Lessee's obligation to repair all damage, if any, resulting from such removal; and provided further, that if Lessee fails to remove any such structures, fixtures, equipment and other property, they may be removed by Lessor at Lessee's expense, or Lessor may, at its option, take title to these items or property in lieu of removal by or for Lessee.

14. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this Agreement or any part hereof in any manner whatsoever or sublet the premises or any part thereof or any of the privileges recited herein without the prior written consent of Lessor. However, Lessee shall have the right to assign all or any part of its rights and interests under this Agreement to any Affiliated Lessee or to any successor to Lessee's transportation business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets, and the consent of Lessor thereto shall not be required, but due notice of any such assignment shall be given to the Executive Director within thirty (30) days after such assignment hereunder. No assignment, transfer, conveyance, sublease, or granting of a nonexclusive license by Lessee shall relieve Lessee of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent of Lessor to such relief.

15. COMPLIANCE WITH LAW. Lessee shall not use the airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable ordinances, laws, and Rules and Regulations of Lessor and of any city, county, or state government or state agency or of the U.S. Government, and of any political division or subdivision or agency, city, or commission thereof that may have jurisdiction to pass laws or ordinances or to make and enforce rules and regulations with respect to the uses hereunder. It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Lessee.

16. NOTICES. All notice required to be given to Lessor shall be given by certified mail as follows:

To the Jack Brooks Regional Airport at:

Attention: Airport Director
4875 Parker Dr
Beaumont, TX 77705

To Lessee at:
United Airlines, Inc.
Attn: VP of Corp. Real Estate
233 S Wacker Drive, 11th Floor WHQOU
Chicago, IL 60606

or at such other place as either party may from time to time designate in writing to the other.

17. NONDISCRIMINATION. Lessee, as part of the consideration hereof and as a covenant running with this Agreement, hereby covenants and agrees that:

- A. Lessee shall provide services and shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.
- B. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- C. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon.
- D. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge not unjustly discriminatory prices for each unit of service. Lessee assures Airport that Lessee will undertake an affirmative action program as required by FAA Regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Programs," or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, physical handicap, or other classification protected under federal or state law be excluded from participation in any employment activities covered in such Subpart E. Lessee further assures Lessor that no person shall be excluded on such grounds from participating in any employment activities covered in such Subpart E. Lessee further assures Lessor that it will require that its covered subcontractors provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.
- E. Lessee covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin or sex, as provided in Part 23 of Title 49 of the Code of Federal Regulations entitled "Participation by Minority Business Enterprises in Department of Transportation Programs".
- F. In the event of a breach by Lessee of any of the assurances or covenants in this Article 19 which are not cured by Lessee within ten (10) days after receipt of written notice from Lessor, Lessor shall have the right to terminate this Agreement, and to reenter and

repossess any leased facilities hereunder, and to hold the same as if this Agreement had never been made or issued, but not without the express prior concurrence or direction of the U.S. Department of Transportation or the FAA following suitable review, if any, of such breach and affording Lessee a reasonable opportunity to rectify the same, if appropriate.

G. Lessee and Lessor agree to each fulfill its obligations for handicapped access as required by law. The parties, in assessing their responsibility, shall allocate the responsibilities pursuant to the regulations consistent with the allocation of responsibilities otherwise set forth in this Lease Agreement. In the event the parties cannot agree as to their respective obligations pursuant to said regulation, the parties agree to seek the assistance of the FAA in interpreting and applying the applicable regulations.

18. **NONINTERFERENCE WITH OPERATION OF THE AIRPORT.** Lessee, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner that might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, upon reasonable notice to Lessee and opportunity to cure, Lessor reserves the right to abate such interference as may be appropriate at the expense of Lessee. Lessor shall maintain and keep in repair the Airport landing areas, including taxiways, and shall have the right to direct and control all activities of Lessee in this regard.

19. **SEVERABILITY.** If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

20. **QUIET ENJOYMENT.** Lessee shall, upon payment of the rentals and fees herein required, and subject to performance and compliance by Lessee of the covenants, conditions, and agreements on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenance, and facilities as granted hereby and by the Rules and Regulations.

21. **TAXES.**

A. Lessee shall pay, but such payment shall not be considered part of Airport Revenue, all taxes (including any possessory interest tax), assessments, and charges of a like nature, if any, which at any time during the term of this Agreement may be levied against Lessee or become a lien by virtue of any levy, assessment, or charge against Lessee by the federal government, the State of Texas, or any other tax assessment levying bodies, any municipal corporation, any local government entity, any government successor in Lessor to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of the space leased under this Agreement or such facilities of the Airport as are made available for use by Lessee hereunder, or upon or in respect to any personal property belonging to Lessee situated on the space leased under this Agreement. Payment of such taxes, assessments, and charges, when and if levied or assessed, shall be made by Lessee directly to the taxing or assessing Lessor charged with collection thereof.

B. Lessee may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the space leased under this Agreement as taxable or assessable property, directly against the taxing or assessing entity. Lessee shall indemnify Airport from all taxes, penalties, costs, expenses, and attorneys' fees incurred by Lessor resulting directly or indirectly from all such tax contests.

C. On any termination of this Agreement, all lawful taxes then levied or a lien upon any such property or taxable interest therein shall be paid in full by Lessee forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

22. **SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT.** This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between

Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Lessor for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport. In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable Lessor to obtain such grant of funds, provided that in no event shall such changes impair the rights of Lessee hereunder.

23. **HOLDING OVER.** If Lessee remains in possession of the leased premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Agreement.

24. **CONSENT NOT TO BE UNREASONABLY WITHHELD.** Whenever consent or approval is required herein by either Airport or LESSEE, such consent or approval is not to be unreasonably withheld or delayed.

25. **AUTHORITY OF EXECUTIVE DIRECTOR.** All rights and obligations of Lessor under this Agreement may be exercised by the Executive Director or designee, unless specifically provided otherwise or required by law.

26. **AMENDMENTS.** This Agreement may be amended in whole or in part without further consideration upon mutual written consent of both parties.

27. **PUBLIC ADDRESS SYSTEM.** Lessee agrees that the use of the airport's public address, voice, and data communication system will be in accordance with Lessor's public address system policy. Lessee shall not install, cause to be installed, or use any other such system at the Terminal Building without the prior written approval of the Executive Director.

28. **EMPLOYEES OF LESSEE.** Lessee shall require all of its employees, subcontractors, or independent contractors hired by Lessee working in view of the public and about the Terminal Building to display appropriate identification in accordance with Lessor's Airport security plan.

29. **LICENSES, FEES AND PERMITS.** Lessee shall obtain and pay for all licenses, fees, permits, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

30. **PRUDENT OPERATOR.** Lessor agrees to operate the Airport in a prudent manner consistent with its statutory obligations.

31. **NATIONAL EMERGENCY.** This Agreement and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

32. **REPRESENTATIONS AND WARRANTIES.** Lessor represents and warrants to Lessee that on the date hereof, the airport and the leased premises are in good condition and that all mechanical systems are operable.

33. **NO PARTNERSHIP.** Nothing contained in this agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between Lessor and Lessee.

34. **APPLICABLE LAW.** This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

BY: _____

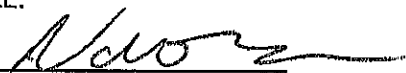
Jeff Branick
County Judge

ATTEST:

BY: _____

Carolyn Guidry
County Clerk

LESSEE:

BY:  _____

Authorized
Lessee Personnel
Nathan Lopp
Managing Director
Airport Affairs

EXHIBIT "A"

RENTALS AND FEES

Lessee agrees to pay to Lessor and Lessor agrees to accept from Lessee for the use of the facilities, rights, licenses, services and privileges granted hereunder, monthly rentals and fees as noted herein.

1. TERMINAL RENTALS:

Effective, July 1, 2013 and for the term hereof, Lessee shall pay to Airport:

- A. For the exclusive use of 285 square feet of ticket counter space and 553 square feet of baggage makeup/back office space, for a total of 838 square feet at the rate of \$13,272.00 per year payable monthly commencing July 1, 2012 at the monthly rate of \$1,106.00.
- B. Special Note: Lessee agrees to accept occupancy as of July 1, 2012 and further agrees to pay un-paid back rent of \$19,908.00 for the period of July 1, 2012 through December 31, 2013, consisting of 18 months at \$1,106.

In the event that a new passenger terminal building is constructed during the term of this Agreement, rental rates will be renegotiated.

2.

Currently, Lessee is not operating aircraft out of the airport. Lessee is still required to report to Lessor: (1) total number of transport vehicles; (2) the total number of Enplaned and Deplaned Passengers; and (3) the total weight of freight, mail, and other cargo for such month.

3. PAYMENT:

Monthly rent is due and payable on the first day of each month. Fees and charges shall be paid within twenty (20) days from receipt of invoice.

4. PASSENGER FACILITY CHARGES:

Nothing in this Agreement shall prevent Lessor from imposing or revising a Passenger Facility Charge ("PFC") for the use by Lessor as permitted by law. The current PFC is \$4.50. Lessee agrees to cooperate with Lessor in the collection of the PFC.

1225 Pearl Street, Suite 128
Beaumont, Texas 77701



Deidra F. Brooks
Associate Court Administrator

Takeisha Relford
Senior Court Clerk

LaVerne Jones
Senior Court Clerk

Office: (409) 839-2333
Fax: (409) 839-2303

RANSOM "DUCE" JONES
Justice of the Peace
Precinct 6

MEMORANDUM

TO: FRAN LEE, BUDGET MANAGER
FROM: DEIDRA F. BROOKS, ASSOC. COURT ADMINISTRATOR *DFB*
SUBJECT: TRANSFER LINE ITEM(S)
DATE: 05/08/14

Fran,

Please move the below-listed line items into Acct #: 120-2014-412-10-05 (Extra Help):

From Acct #	Amt
30-78 Office Supplies	\$1,674.17
30-84 Minor Equipment	\$1,000.00
40-11 Equipment Misc	\$ 600.00
50-21 Dues/Subscriptions	\$ 135.36
50-62 Travel Expense	\$ 996.42
50-45 Bonds	\$ 100.00
20-03 Employees' Ins	\$2,900.00
40-52 Postage	\$ 100.00
TOTAL	\$7,505.95

If you have any questions, please contact me at 839-2333.

Fran Lee

From: Mike Trahan <mtrahan@co.jefferson.tx.us>
Sent: Monday, May 12, 2014 12:18 PM
To: 'Fran Lee'
Subject: BudgetTransfer for Capital Equipment 05122014

To: Fran Lee

From: Mike Trahan

Date: May 12, 2014

Re: Budget Transfer-To Purchase a Pressure Washer

Fran,

I need to transfer \$6000.00 from account 112-0202-431-3079, Crushed Stone, to account 112-0209-431-6011, Capital Equipment. It will be to purchase a Pressure Washer for Precinct-2 Road and Bridge Service Center.

I do understand that this transfer has to go through Commissioner's Court, so please see that this item is put on the next Commissioner's Court Agenda.

Thanks for your help.

Mike Trahan

Superintendent, Road and Bridge Pct. 2

Fran Lee

From: Mike Trahan <mtrahan@co.jefferson.tx.us>
Sent: Monday, May 12, 2014 10:40 AM
To: 'Fran Lee'
Subject: BudgetTransfer for computer

To: Fran Lee

From: Mike Trahan

Date: May 12, 2014

Re: Budget Transfer-To Purchase Computer

Fran,

I need to transfer \$1500.00 from account 112-0201-431-4052, Postage, and \$500.00 from 112-0201-431-3010, Books Printed, to account 112-0209-431-6002, Computer equipment. It will be to purchase a computer for Precinct-2 Road and Bridge administration office. I do understand that this transfer has to go through Commissioner's Court, so please see that this item is put on the next Commissioner's Court agenda.

Thanks for your help.

Mike Trahan

Superintendent, Road and Bridge Pct. 2

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	67.55	393875
WARREN'S DO-NUTS	42.23	393920
		109.78**
ROAD & BRIDGE PCT.#1		
HILO / O'REILLY AUTO PARTS	19.99	393773
CARQUEST AUTO PARTS # 96	185.56	393795
ENTERGY	823.40	393818
M&D SUPPLY	128.82	393829
THE MUFFLER SHOP	340.00	393832
MUNRO'S	62.90	393833
RALPH'S INDUSTRIAL ELECTRONICS	55.41	393848
SMART'S TRUCK & TRAILER, INC.	24.88	393853
SOUTHEAST TEXAS WATER	14.00	393854
TRI-CON, INC.	3,203.65	393874
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	393878
PAUL TRUAX	22.48	393922
CHALK'S TRUCK PARTS INC	5,410.75	393930
SPANKY'S WRECKER SERVICE INC	85.00	393960
RANDY'S DRIVESHAFT SERVICE	365.20	393983
		10,804.58**
ROAD & BRIDGE PCT.#2		
EASTEX RUBBER & GASKET	56.90	393808
MUNRO'S	73.45	393833
MUSTANG CAT	129.54	393834
ROMCO EQUIPMENT, INC.	102,626.00	393847
SMART'S TRUCK & TRAILER, INC.	144.70	393853
AT&T	88.20	393857
TEXAS CORRECTIONAL INDUSTRIES	520.00	393872
TRI-CON, INC.	4,881.81	393874
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	393878
		108,599.72**
ROAD & BRIDGE PCT. # 3		
CITY OF PORT ARTHUR - WATER DEPT.	22.35	393798
EASTEX FARM & HOME SUPPLY	80.63	393806
MUNRO'S	18.23	393833
SMART'S TRUCK & TRAILER, INC.	265.92	393853
AUTO ZONE	153.23	393882
HOWARD'S AUTO SUPPLY	35.80	393884
WALMART COMMUNITY BRC	89.40	393891
MARTIN PRODUCT SALES LLC	8,037.57	393925
		8,703.13**
ROAD & BRIDGE PCT.#4		
APAC, INC. - TROTTI & THOMSOM	7,028.84	393788
BRANCE KRACHY CO., INC.	50.34	393793
CHUCK'S WRECKER SERVICE	500.00	393796
COASTAL WELDING SUPPLY	45.00	393799
KAY ELECTRONICS, INC.	60.00	393826
M&D SUPPLY	80.01	393829
OIL CITY TRACTORS, INC.	229.25	393837
SCHMIDT SAW & KNIFE WKS, INC.	191.04	393850
SMART'S TRUCK & TRAILER, INC.	3.36	393853
AT&T	73.00	393857
TAC - TEXAS ASSN. OF COUNTIES	230.00	393867
UNITED STATES POSTAL SERVICE	13.12	393893
SIERRA SPRING WATER CO. - BT	47.86	393894
MARTIN PRODUCT SALES LLC	1,175.88	393925
ON TIME TIRE	239.97	393958
DABNEY GARAGE DOORS	250.00	393962
ASCO	66.93	393973
SOUTHEAST TEXAS PARTS AND EQUIPMENT	743.17	393986
		11,027.77**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	2.23	393893
		2.23**
PARKS & RECREATION		

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 2 29
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	1,289.45	393818
LOWE'S HOME CENTERS, INC.	304.55	393900
SPRINT WASTE SERVICES LP	310.80	393988
GENERAL FUND		1,904.80**
TAX OFFICE		
SECRETARY OF STATE - ELECTIONS DIV.	750.00	393851
TAX ASSESSOR-COLLECTOR ASSOCIATION	40.00	393866
UNITED STATES POSTAL SERVICE	1,625.58	393893
TAAO	320.00	393901
CUMMINS-ALLISON CORP	171.44	393965
COUNTY HUMAN RESOURCES		2,907.02*
BEAUMONT FAMILY PRACTICE ASSOC.	155.00	393791
MOORMAN & ASSOCIATES, INC.	450.00	393831
PRE CHECK, INC.	124.00	393888
UNITED STATES POSTAL SERVICE	13.88	393893
AUDITOR'S OFFICE		742.88*
OFFICE DEPOT	421.13	393836
CDW COMPUTER CENTERS, INC.	700.35	393885
UNITED STATES POSTAL SERVICE	20.45	393893
COUNTY CLERK		1,141.93*
OFFICE DEPOT	117.35	393836
UNITED STATES POSTAL SERVICE	320.44	393893
CANON FINANCIAL SERVICES INC	567.00	393972
COUNTY JUDGE		1,004.79*
CHEROKEE COUNTY CLERK	572.00	393803
JAN GIROUARD & ASSOCIATES	400.00	393814
CLERK - SUPREME COURT OF TEXAS	235.00	393859
CLERK - SUPREME COURT OF TEXAS	235.00	393865
UNITED STATES POSTAL SERVICE	26.57	393893
JEFF R BRANICK	686.32	393926
COURTNEY DAVIS	500.00	393955
RISK MANAGEMENT		2,654.89*
KIM ISAACS	150.00	393911
COUNTY TREASURER		150.00*
UNITED STATES POSTAL SERVICE	250.89	393893
LEXISNEXIS- ACCURINT	120.00	393946
CANON FINANCIAL SERVICES INC	189.00	393972
PRINTING DEPARTMENT		559.89*
OLMSTED-KIRK PAPER	635.70	393838
STAR GRAPHICS COPIERS, INC.	2,506.39	393858
PURCHASING DEPARTMENT		3,142.09*
PORT ARTHUR NEWS, INC.	1,939.94	393844
CDW COMPUTER CENTERS, INC.	295.65	393885
UNITED STATES POSTAL SERVICE	1.19	393893
INDEPENDENT STATIONERS	56.04	393954
GENERAL SERVICES		2,292.82*
CASH ADVANCE ACCOUNT	80.00	393825
OLMSTED-KIRK PAPER	4,961.00	393838
TRI-CITY COFFEE SERVICE	88.90	393875
TOWER COMMUNICATIONS, INC.	2,435.00	393890
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	64,375.89	393910
LEXISNEXIS- ACCURINT	120.00	393946

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
HONEYWELL INC	5,582.00	393957
DYNAMEX INC	232.40	393982
ANTHONY ICENOGLE	2,000.00	393991
		79,875.19*
DATA PROCESSING		
TIMOTHY PIERCE	199.36	393771
DELL MARKETING L.P.	4,115.35	393804
CDW COMPUTER CENTERS, INC.	1,309.66	393885
PCM-G	262.80	393942
LEXISNEXIS- ACCURINT	240.00	393946
		6,127.17*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	45.78	393893
		45.78*
ELECTIONS DEPARTMENT		
HART INTER CIVIC	1,360.00	393820
OFFICE DEPOT	183.65	393836
ELECTION SYSTEMS & SOFTWARE, INC.	28,169.94	393887
WALMART COMMUNITY BRC	21.44	393891
UNITED STATES POSTAL SERVICE	52.02	393893
ABSOLUTE PRINT SOLUTIONS	693.64	393956
SAM'S CLUB DIRECT	19.96	393964
		30,500.65*
DISTRICT ATTORNEY		
DELL MARKETING L.P.	33,891.75	393804
OFFICE DEPOT	947.45	393836
CLERK - SUPREME COURT OF TEXAS	235.00	393860
UNITED STATES POSTAL SERVICE	451.39	393893
LEXISNEXIS- ACCURINT	480.00	393946
		36,005.59*
DISTRICT CLERK		
OFFICE DEPOT	455.99	393836
UNITED STATES POSTAL SERVICE	124.86	393893
		580.85*
CRIMINAL DISTRICT COURT		
LINDA C. CANSLER	800.00	393794
EDWARD B. GRIPON, M.D., P.A.	1,190.00	393817
LEAH HAYES	24.50	393822
RENE MULHOLLAND	1,498.65	393876
UNITED STATES POSTAL SERVICE	7.35	393893
SHANE PHELPS P.C.	4,958.00	393948
JAMES R. MAKIN, P.C.	2,528.57	393953
		11,007.07*
58TH DISTRICT COURT		
SOUTHEAST TEXAS WATER	29.95	393856
UNITED STATES POSTAL SERVICE	8.93	393893
		38.88*
60TH DISTRICT COURT		
CLERK - SUPREME COURT OF TEXAS	265.00	393864
TEXAS STATE COMPTROLLER	265.00	393902
		530.00*
136TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	1.22	393893
		1.22*
172ND DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.48	393893
		.48*
252ND DISTRICT COURT		
GAYLYN COOPER	1,500.00	393776
DAVID GROVE	600.00	393780
JACK LAWRENCE	600.00	393781
LEAH HAYES	286.15	393821

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 4
NAME	AMOUNT	CHECK NO.
		TOTAL
TERRENCE HOLMES	1,000.00	393824
CLERK - SUPREME COURT OF TEXAS	235.00	393861
CLERK - SUPREME COURT OF TEXAS	280.00	393862
UNITED STATES POSTAL SERVICE	535.92	393893
CAROLYN WIEDENFELD	2,500.00	393903
SHEIGH SUMMERLIN	8,333.33	393921
SUMMER TANNER	174.60	393927
SHANE PHELPS P.C.	4,625.55	393949
CANON FINANCIAL SERVICES INC	249.00	393972
279TH DISTRICT COURT		20,919.55*
ANITA F. PROVO	75.00	393845
317TH DISTRICT COURT		75.00*
CASH ADVANCE ACCOUNT	1,288.32	393825
CLERK - SUPREME COURT OF TEXAS	330.00	393862
CLERK - SUPREME COURT OF TEXAS	235.00	393863
UNITED STATES POSTAL SERVICE	.81	393893
JUSTICE COURT-PCT 1 PL 1		1,854.13*
UNITED STATES POSTAL SERVICE	32.51	393893
LEXISNEXIS- ACCURINT	120.00	393946
JUSTICE COURT-PCT 1 PL 2		152.51*
OFFICE DEPOT	23.69	393836
LEXISNEXIS- ACCURINT	120.00	393946
JUSTICE COURT-PCT 2		143.69*
LEXISNEXIS- ACCURINT	120.00	393946
JUSTICE COURT-PCT 4		120.00*
AT&T	73.00	393857
LEXISNEXIS- ACCURINT	120.00	393946
JUSTICE COURT-PCT 6		193.00*
UNITED STATES POSTAL SERVICE	23.69	393893
LEXISNEXIS- ACCURINT	120.00	393946
JUSTICE COURT-PCT 7		143.69*
LEXISNEXIS- ACCURINT	120.00	393946
JUSTICE OF PEACE PCT. 8		120.00*
LEXISNEXIS- ACCURINT	120.00	393946
COUNTY COURT AT LAW NO.1		120.00*
UNITED STATES POSTAL SERVICE	1.22	393893
COUNTY COURT AT LAW NO. 2		1.22*
PETER DOYLE	250.00	393805
TRAVIS EVANS	250.00	393809
A. MARK FAGGARD	250.00	393810
UNITED STATES POSTAL SERVICE	19.89	393893
LEXISNEXIS- ACCURINT	60.00	393946
COUNTY COURT AT LAW NO. 3		829.89*
EDWARD B. GRIPON, M.D., P.A.	595.00	393817
UNITED STATES POSTAL SERVICE	23.55	393893
LEXISNEXIS- ACCURINT	60.00	393946
COURT MASTER		678.55*

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
JUDGE LARRY GIST	3,134.90	393813
HAROLD PLESSALA	3,100.00	393843
UNITED STATES POSTAL SERVICE	4.45	393893
MEDIATION CENTER		6,239.35*
UNITED STATES POSTAL SERVICE	9.74	393893
SHERIFF'S DEPARTMENT		9.74*
OFFICE DEPOT	223.47	393836
AT&T	117.80	393857
UNITED STATES POSTAL SERVICE	1,564.17	393893
JAIL - NO. 2		1,905.44*
JOHNSTONE SUPPLY	81.61	393782
BOB BARKER CO. INC.	204.40	393790
COASTAL WELDING SUPPLY	36.00	393799
ECOLAB	399.90	393807
W.W. GRAINGER, INC.	202.17	393816
M&D SUPPLY	136.46	393829
MCNEILL INSURANCE AGENCY	284.00	393830
OFFICE DEPOT	299.97	393836
PETTY CASH - SHERIFF'S OFFICE	172.00	393840
SANITARY SUPPLY, INC.	90.45	393849
AT&T	1,377.53	393857
NEDERLAND HARDWARE SUPPLY	11.28	393879
WHOLESALE ELECTRIC SUPPLY CO.	35.08	393880
LONE STAR UNIFORMS, INC.	4,734.70	393904
TEXAS GAS SERVICE	501.71	393905
AT&T GLOBAL SERVICES	3,676.00	393906
FIRETROL PROTECTION SYSTEMS, INC.	212.00	393939
PCM-G	351.00	393942
FIVE STAR CORRECTIONAL SERVICE	18,236.31	393947
EPIC CARD SERVICES LLC	1,133.35	393961
CONMED INC	264,160.00	393971
MARK BEADLE	8.40	393975
KROPP HOLDINGS INC	1,131.85	393979
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	393992
JUVENILE PROBATION DEPT.		299,479.17*
WILLIE DAVIS	208.32	393778
OFFICE DEPOT	311.66	393836
UNITED STATES POSTAL SERVICE	24.73	393893
JUVENILE DETENTION HOME		544.71*
LABATT FOOD SERVICE	2,804.52	393789
OVERHEAD DOOR CO.	1,790.00	393839
OAK FARM DAIRY	244.15	393883
FLOWERS FOODS	98.50	393909
VANSCHCA SANDERS-CHEVIS	900.00	393928
FIRETROL PROTECTION SYSTEMS, INC.	803.05	393939
CONSTABLE PCT 1		6,640.22*
GT DISTRIBUTORS, INC.	163.62	393812
OFFICE DEPOT	248.01	393836
UNITED STATES POSTAL SERVICE	81.35	393893
LEXISNEXIS- ACCURINT	120.00	393946
GUS GEORGE LAW ENFORCEMENT ACADEMY	40.00	393990
CONSTABLE-PCT 2		652.98*
LEXISNEXIS- ACCURINT	120.00	393946
CONSTABLE-PCT 4		120.00*
AT&T	36.50	393857
LEXISNEXIS- ACCURINT	120.00	393946
CONSTABLE-PCT 6		156.50*

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 6
NAME	AMOUNT	CHECK NO.
		TOTAL
OFFICE DEPOT	252.56	393836
UNITED STATES POSTAL SERVICE	12.03	393893
TASER INTERNATIONAL	411.46	393914
LEXISNEXIS- ACCURINT	120.00	393946
CONSTABLE PCT. 7		796.05*
LEXISNEXIS- ACCURINT	120.00	393946
CONSTABLE PCT. 8		120.00*
EDDIE J. COLLINS	133.36	393801
KEN W. YOWMAN	133.36	393916
LEXISNEXIS- ACCURINT	120.00	393946
AGRICULTURE EXTENSION SVC		386.72*
PRECISION BUSINESS MACHINES, INC.	299.55	393774
TEAFCS	175.00	393779
TEXAS AGRILIFE EXTENSION SERVICES	33.00	393870
TEXAS AGRILIFE EXTENSION SERVICES	135.00	393871
WALMART COMMUNITY BRC	33.80	393891
UNITED STATES POSTAL SERVICE	1.62	393893
TEXAS 4-H & YOUTH DEVELOPMENT	47.00	393917
TEXAS 4-H & YOUTH DEVELOPMENT	210.00	393918
BARBARA EVANS	399.66	393936
M J EBELING	76.16	393967
EMILEE BEAN	152.71	393980
HEALTH AND WELFARE NO. 1		1,563.50*
AUSTIN CECIL WALKES MD PA	1,325.87	393877
UNITED STATES POSTAL SERVICE	65.93	393893
LEXISNEXIS- ACCURINT	120.00	393946
HEB FOOD DRUG	30.00	393969
HEALTH AND WELFARE NO. 2		1,541.80*
AUSTIN CECIL WALKES MD PA	1,325.88	393877
LEXISNEXIS- ACCURINT	120.00	393946
MARTHA MILLER	263.27	393952
NURSE PRACTITIONER		1,709.15*
PHYSICIAN SALES & SERVICE, INC.	1,329.50	393842
CHILD WELFARE UNIT		1,329.50*
BEAUMONT OCCUPATIONAL SERVICE, INC.	709.00	393897
J.C. PENNEY'S	749.80	393898
SEARS COMMERICAL CREDIT	498.53	393899
ENVIRONMENTAL CONTROL		1,957.33*
CANON FINANCIAL SERVICES INC	214.00	393972
INDIGENT MEDICAL SERVICES		214.00*
SHI GOVERNMENT SOLUTIONS, INC.	799.70	393895
CARDINAL HEALTH 110 INC	47,353.83	393978
MAINTENANCE-BEAUMONT		48,153.53*
MARK'S PLUMBING PARTS	392.34	393770
BINSWANGER GLASS CO.	327.30	393792
OFFICE DEPOT	32.41	393836
SANITARY SUPPLY, INC.	51.84	393849
ACE IMAGEWEAR	184.23	393852
WHOLESALE ELECTRIC SUPPLY CO.	19.46	393880
TEXAS GENERAL LAND OFFICE SEMP	105.12	393985
MAINTENANCE-PORT ARTHUR		1,112.70*

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	4,133.83	393818
SANITARY SUPPLY, INC.	383.80	393849
WALMART COMMUNITY BRC	41.88	393891
MAINTENANCE-MID COUNTY		4,559.51*
DANNY BUCHHOLZ	60.00	393772
SANITARY SUPPLY, INC.	1,076.71	393849
WASTE MGT. GOLDEN TRIANGLE, INC.	151.62	393878
SERVICE CENTER		1,288.33*
ACTION AUTO GLASS	39.95	393777
A-LINE FRONT END & BRAKE	78.50	393783
KINSEL FORD, INC.	213.39	393827
PHILPOTT MOTORS, INC.	24.00	393841
AT&T	58.80	393857
VOYAGER FLEET SYSTEM, INC.	40,477.38	393908
BUMPER TO BUMPER	235.03	393913
AMERICAN TIRE DISTRIBUTORS	977.46	393937
INTERSTATE ALL BATTERY CENTER - BMT	447.80	393943
SILSBEE FORD INC	525.00	393984
VETERANS SERVICE		43,077.31*
UNITED STATES POSTAL SERVICE	1.82	393893
MOSQUITO CONTROL FUND		1.82*
SUPERIOR TIRE & SERVICE	67.95	393784
MUNRO'S	98.95	393833
RITTER @ HOME	15.19	393846
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	393878
SHELL	971.52	393907
SIMCOM TRAINING CENTER	2,380.00	393919
NEW PIG CORPORATION	1,608.78	393941
LATERAL ROADS- PRECINCT 4		5,221.51**
APAC, INC. - TROTTI & THOMSOM	3,826.21	393788
J.C. FAMILY TREATMENT CT.		3,826.21**
BEAUMONT OCCUPATIONAL SERVICE, INC.	231.80	393896
STORMY G CRIBB	2,025.00	393934
SECURITY FEE FUND		2,256.80**
CODE BLUE	730.00	393912
LAW LIBRARY FUND		730.00**
TEXAS LAWYER	134.00	393873
THOMSON REUTERS-WEST	91.00	393976
EMPG GRANT		225.00**
CASH ADVANCE ACCOUNT	353.10	393825
SOUTHEAST TEXAS WATER	53.65	393855
JUVENILE DETENTION - TJPC		406.75**
VERIZON WIRELESS	58.95	393889
GRT N MENTAL HEALTH SVCS		58.95**
HERNANDEZ OFFICE SUPPLY, INC.	37.50	393823
CORNELL CORRECTIONS OF TEXAS	5,203.40	393989
JUVENILE TJPC-A-2014-123		5,240.90**
CASH ADVANCE ACCOUNT	1,042.85	393825

PGM: GMCOMMV2	DATE 05-19-2014	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
HAYS COUNTY	9,240.00	393881
BI INCORPORATED	330.00	393886
JUVENILE PROB & DET. FUND		10,612.85**
HAYS COUNTY	5,250.00	393881
COMMUNITY SUPERVISION FND		5,250.00**
COCOMO JOE'S	14.60	393800
CASH ADVANCE ACCOUNT	1,269.00	393825
OFFICE DEPOT	407.80	393836
TIME WARNER COMMUNICATIONS	77.21	393868
TEXAS CORRECTIONS ASSOCIATION	450.00	393869
UNITED STATES POSTAL SERVICE	148.67	393893
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	393931
LEXISNEXIS- ACCURINT	120.00	393946
JCCSC	780.00	393951
JEFF. CO. WOMEN'S CENTER		10,232.28**
ECOLAB	82.95	393807
LUBE SHOP	41.24	393828
SANITARY SUPPLY, INC.	1,185.17	393849
WASTE MGT. GOLDEN TRIANGLE, INC.	86.04	393878
COUNTY CLERK - RECORD MGT		1,395.40**
PCM-G	262.80	393942
COUNTY RECORDS MANAGEMENT		262.80**
OFFICE DEPOT	529.24	393836
CDW COMPUTER CENTERS, INC.	1,281.12	393885
SHI GOVERNMENT SOLUTIONS, INC.	328.20	393895
LINDA MCMAHEN	103.60	393923
PAUL PROSPERIE	165.77	393968
J.P. COURTROOM TECH. FUND		2,407.93**
PCM-G	175.50	393942
HOTEL OCCUPANCY TAX FUND		175.50**
COTTON CARGO	122.50	393802
GOLD CREST ELECTRIC CO., INC.	127.50	393815
MUNRO'S	78.50	393833
SANITARY SUPPLY, INC.	247.10	393849
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	393878
UNITED STATES POSTAL SERVICE	73.18	393893
JESSIE DAVIS	40.32	393932
CASHAN GROTTO	1,000.00	393935
DICK BLICK ART MATERIALS	311.00	393974
1957 ROAD BOND FUND		2,079.22**
TIM RICHARDSON	10,500.00	393981
AIRPORT FUND		10,500.00**
AIRPORT LIGHTING COMPANY	3,405.00	393775
FJORD AVIATION FUELING	465.46	393785
CINTAS, INC.	32.79	393797
FED EX	137.12	393811
ENTERGY	11.53	393819
AT&T	602.37	393857
WASTE MGT. GOLDEN TRIANGLE, INC.	237.36	393878
NEDERLAND HARDWARE SUPPLY	23.33	393879
CENTERPOINT ENERGY RESOURCES CORP	1,823.58	393915
KBMT	6,865.00	393924
DISH NETWORK	85.62	393929
ASCENT AVIATION GROUP INC	135,187.85	393933
LAMAR ADVERTISING	1,100.00	393940

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NAME	AMOUNT	CHECK NO. TOTAL
INTERSTATE ALL BATTERY CENTER - BMT	80.95	393943
UNIFIRST HOLDINGS INC	87.25	393944
CRAWFORD ELECTRIC SUPPLY COMPANY	56.70	393966
ADVANCE AUTO PARTS	118.98	393970
KBTB-TV	7,075.00	393987
		157,395.89**
SE TX EMP. BENEFIT POOL		
GROUP ADMINISTRATIVE CONCEPTS INC	96,308.10	393950
		96,308.10**
D.A.'S FORFEITURED FUNDS		
DELL MARKETING L.P.	1,154.36	393804
		1,154.36**
SHERIFF'S FORFEITURE FUND		
BELL HELICOPTER TEXTRON, INC.	5,950.00	393787
W.W. GRAINGER, INC.	6,585.32	393816
RITTER @ HOME	6,578.44	393846
BUMPER TO BUMPER	125.99	393913
		19,239.75**
ORCA - IKE		
MK CONSTRUCTORS	391,836.05	393963
		391,836.05**
CNTY & DIST COURT TECH FD		
PCM-G	877.50	393942
		877.50**
MARINE DIVISION		
ENTERGY	478.54	393818
AT&T	78.32	393857
VERIZON WIRELESS	531.86	393889
WALMART COMMUNITY BRC	54.84	393891
C & I OIL COMPANY INC	16,313.63	393938
		17,457.19**
2009 PORT SECURITY ARRA		
LJA ENGINEERING INC	115.00	393959
		115.00**
2011 PORT SECURITY		
CITY OF BEAUMONT	503,952.80	393786
		503,952.80**
		2,018,590.53***

CANVASS
MAY 10, 2014, JOINT SPECIAL ELECTION
(State Senate District No. 4 and WCID No. 10)

I, JEFF BRANICK, County Judge of Jefferson County, Texas, met with the Commissioners' Court sitting as the canvassing board to canvass the Joint Special Election of May 10, 2014, on May 19, 2014, at Beaumont, Texas.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this the 19th day of May, 2014.

Presiding Officer of Canvassing Authority

JEFF BRANICK
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

State Senator, District 4 (Vote For 1)																								
Precinct	Steve Toth (REP)					Gordy Bunch (REP)					Brandon Creighton (REP)					Michael Galloway (REP)					Total			
	Registered V-Mail	EV IVO	EV Paper	ED IVO	Total Votes	Mail	EV IVO	EV Paper	ED IVO	Total Votes	Mail	EV IVO	EV Paper	ED IVO	Total Votes	Mail	EV IVO	EV Paper	ED IVO	Total Votes				
050	2551	0	1	0	2	3	3	6	0	6	0	15	2	10	0	5	0	4	0	4	0	12	47	
051	504	0	0	0	0	0	0	0	0	0	0	0	1	1	0	1	0	0	0	0	0	3		
052	569	0	1	0	0	1	1	0	0	0	1	0	1	1	0	0	1	1	0	0	0	2		
053	1525	0	2	0	3	5	0	0	2	0	2	2	6	0	2	0	6	3	0	2	0	11		
054	581	2	0	0	0	2	0	0	0	0	0	0	0	0	1	0	4	0	1	0	0	5		
055	530	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	4	1	0	0	5			
056	2925	2	10	0	5	17	8	21	0	16	0	45	12	28	0	50	0	4	0	0	4	156		
057	1052	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	7		
058	44	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	0	0	0	0	0	3		
059	1602	0	0	0	1	0	0	2	0	0	2	1	3	0	0	0	4	3	0	0	4	11		
060	3166	2	3	0	6	11	2	4	0	4	0	10	8	16	0	26	0	5	0	1	0	6		
061	1795	0	2	0	3	5	3	9	0	5	0	17	8	11	0	8	0	2	0	2	0	3		
062	2591	2	20	0	16	38	8	53	0	18	0	79	5	24	0	24	0	53	5	9	0	16		
063	1565	3	1	0	2	6	0	3	0	3	0	6	1	1	0	1	0	3	6	1	0	12		
064	855	1	6	0	2	9	1	5	0	1	0	7	6	5	0	2	0	13	1	5	0	7		
065	1821	5	24	0	16	45	10	47	0	28	0	85	0	39	0	29	0	68	1	9	0	11		
066	1732	0	3	0	8	11	2	12	0	40	0	54	7	12	0	13	0	32	3	2	0	9		
067	2579	1	6	0	2	9	0	11	0	3	0	14	1	7	0	7	0	15	8	16	0	29		
068	2299	7	14	0	12	33	6	29	0	18	0	53	7	18	0	15	0	40	10	1	0	12		
069	3106	1	11	0	8	20	4	14	0	13	0	31	13	27	0	20	0	60	2	4	0	7		
070	2282	2	4	0	6	12	4	10	0	5	0	19	7	15	0	5	0	27	8	7	0	15		
071	86	0	0	0	0	0	2	1	0	0	0	3	2	1	0	2	0	5	0	0	0	8		
072	2164	3	2	0	2	7	6	13	0	9	0	28	7	11	0	9	0	27	3	3	0	7		
073	2407	7	42	0	29	78	13	46	0	28	0	87	6	50	0	22	0	78	0	9	0	13		
074	2791	1	6	0	14	21	2	26	0	20	0	48	6	52	0	34	0	92	2	6	0	17		
075	1024	1	1	0	0	2	0	0	0	0	0	0	0	0	1	0	1	1	1	0	0	2		
076	1119	0	0	0	1	1	0	1	0	1	0	2	1	4	0	3	0	8	2	2	0	6		
077	1488	0	0	0	2	2	4	1	0	2	0	7	4	5	0	0	0	9	2	4	0	9		
078	1876	1	11	0	8	20	6	18	0	4	0	28	5	14	0	6	0	25	5	8	0	15		
079	1826	7	26	0	15	48	4	23	0	33	0	60	2	24	0	22	0	48	2	9	0	13		
080	242	0	0	0	1	1	0	0	0	3	0	3	0	1	0	2	0	3	0	0	0	0		
081	996	0	1	0	0	1	0	1	0	2	0	3	0	2	0	0	2	0	4	2	0	7		
082	2427	2	5	0	7	14	3	16	0	9	0	28	11	12	0	14	0	37	7	6	0	16		
083	1160	0	0	5	0	9	1	2	7	0	4	14	0	11	15	7	13	46	0	2	0	3		
084	1388	1	2	0	1	4	0	5	0	0	0	5	8	2	0	0	0	10	3	6	0	11		
085	1294	4	5	0	1	10	4	1	0	2	0	7	7	8	0	2	0	17	9	12	0	24		
086	1215	2	3	0	5	10	8	17	0	11	0	36	9	12	0	6	0	27	2	5	0	10		
087	1209	0	1	0	2	3	2	1	0	3	0	6	2	0	2	0	4	2	1	0	5	8		
088	1087	2	0	0	1	3	1	2	0	8	0	11	3	7	0	0	10	1	1	1	0	2		
089	537	0	0	0	0	0	1	3	0	1	0	5	5	0	0	0	5	2	0	0	3	13		
090	37	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	2	0	0		
091	559	0	1	0	2	3	0	0	0	1	0	1	3	0	1	0	0	4	0	0	0	8		
092	1039	0	3	0	0	3	2	1	0	6	0	9	0	4	0	5	0	9	0	1	0	2		
093	800	0	1	0	0	1	1	2	0	0	0	3	1	4	0	2	0	7	0	2	0	13		
094	1998	9	27	0	12	48	6	44	0	23	0	73	4	42	0	28	0	74	3	5	0	208		
095	572	0	2	0	0	2	0	0	0	3	0	3	6	2	0	11	0	19	0	0	1	1		
096	546	0	1	0	0	1	1	4	0	0	0	5	1	1	0	1	0	3	2	2	0	5		
097	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
098	284	0	0	0	2	2	0	0	0	4	0	4	0	4	0	0	0	4	0	0	0	10		

May 10, 2014
Joint Special Election
(State Senate District No. 4 and Water District No. 10)

State Senator, District 4 (Vote For 1)																							
Precinct	Steve Toth (REP)				Gordy Bunch (REP)				Brandon Creighton (REP)				Michael Galloway (REP)										
	Registered V-Mail	EV IVO	EV Paper	ED IVO	ED Paper	Total Votes	Mail	EV IVO	EV Paper	ED IVO	ED Paper	Total Votes	Mail	EV IVO	EV Paper	ED IVO	ED Paper	Total Votes	ED Paper	Total Votes	Total		
099	748	1	1	0	1	0	3	4	2	0	2	0	8	1	0	0	0	1	0	2	2	14	
100	2478	1	13	0	7	0	21	4	42	0	21	0	67	8	28	0	10	46	1	8	10	144	
101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
102	172	0	1	0	0	0	1	0	0	0	2	0	2	0	2	0	1	0	3	0	6	6	
103	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0	2		
104	78	0	0	0	0	0	0	0	1	0	0	0	1	1	5	0	0	6	0	0	7		
105	86	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	1		
106	22	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1		
107	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
108	502	0	0	0	1	0	1	1	0	0	2	0	3	4	1	0	3	0	8	0	12		
109	190	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	4	0	6	0	7		
Limited	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Totals:	144309	138	453	6	453	10	1060	248	790	16	727	7	1788	333	862	21	816	26	2058	255	300	782	5688

May 10, 2014
Joint Special Election
(State Senate District No. 4 and Water District No. 10)

WCID10 WCID 10 (Vote For 1)													
Precinct	Registered	FOR (A FAVOR)				AGAINST (CONTRA)							
		Mail	EV IVO	EV Paper	ED IVO	ED Paper	Total Votes	Mail	EV IVO	EV Paper	ED IVO	ED Paper	Total Votes
036	1535	0	3	0	0	0	3	0	0	5	1	0	6
074	2791	9	70	0	51	0	130	2	29	0	39	0	70
083	1160	0	10	0	7	2	19	0	5	0	0	0	5
103	17	0	0	0	0	0	0	0	0	0	2	0	2
Totals:	5503	9	83	0	58	2	152	2	39	0	42	0	83
													235



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the ____ day of _____, **2014**, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

National Preservation Month

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, “New Age of Preservation: Embark, Inspire, Engage” is the theme for National Preservation Month 2014, sponsored by the Beaumont Heritage Society, Beaumont Main Street, Jefferson County Historical Commission and the National Trust for Historic Preservation.

THEREFORE BE IT RESOLVED, the Jefferson County Commissioner’s Court declares that a **Historic Preservation Month** be established in the month of May, 2014, in recognition of the vital role historic preservation plays in our community.

SIGNED this ____ day of _____, **2014**

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****May 19, 2014**

Receive and file Stipulated Amendment to the Abatement Agreement between Huntsman Petrochemical LLC and Jefferson County, Texas which was executed September 13, 2013.

Jeff R. Branick
County Judge



Fred L. Jackson
Attorney

Jefferson County Courthouse
 P.O. Box 4025
 Beaumont, TX 77704

Beaumont (409) 835-8466
 Pt. Arthur (409) 727-2191 Ext. 8466
 Facsimile (409) 839-2311

Mr. Blas Ortiz
 Tax Consultant
 Popp Hutcheson PLLC
 Four Barton Skyway
 1301 South Mopac, Suite 430
 Austin, TX 78746

Re: Huntsman Petrochemical LLC Abatement Agreement

Blas,

I was just advised that our reference, in Section 3 of the Abatement Agreement regarding "Certified Appraisal Value" conflicts with the "Base Year Value", and the "Taxable Value" described in our Abatement Policy. Our Abatement policy clearly indicates that the "Base Year Value" as used means the "Taxable Value" of all industrial reality improvements of the OWNER and/or its AFFILIATES which are located within the County (JCAD) for the tax period beginning January 1, in the year when all parties have executed the abatement agreement.

Our agreement limited the base year value to the property located "within the new reinvestment zone" and since our abatements must, pursuant to Sec. 312.002(a) of the Texas Property Tax Code, conform to our Abatement Policy, I would suggest that we execute a letter of agreement to correct this.

I am requesting that Huntsman agree to the revisions outlined on the enclosed Amendment. If that is acceptable please have this executed and returned to me for filing with the County Clerk and the Jefferson County Appraisal District.

Sincerely yours,

Fred L. Jackson

Stipulated Amendment to Abatement Agreement between Huntsman Petrochemical LLC and Jefferson County Approved July 1, 2013 and Executed September 13, 2013:

Section 3 of the Agreement, DEFINITIONS. The definition of Base Year Value, which current reads as follows:

"Base Year Value" as used herein shall mean the "Taxable Value" of all industrial realty improvements of the OWNER and/or its Affiliates which are located within the Huntsman Reinvestment Zone as of January 1, 2013."

Shall be amendment to read as follows:

"Base Year Value" as used herein shall mean the "Taxable Value" of all industrial realty improvements of the OWNER and/or its Affiliates which are located within Jefferson County as of January 1, 2013 and which are listed on Exhibit "F" attached hereto"

Section 9 of the Agreement, ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE, which currently reads as follows:

"The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2013, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District."

Shall be amended to read as follows:

"The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2013, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure Event. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District."

Exhibit B to the Agreement, which refers to Base Year Property and currently reads as follows:

"The proposed Reinvestment Zone contains improvements. This certified appraisal value will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District."

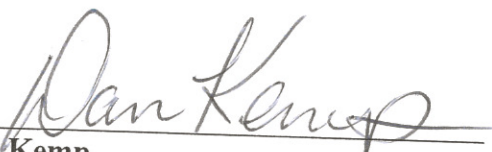
Shall be amended to refer to "Base Year Value" (rather than Base Year Property), and to read as follows:

"This certified base year taxable appraisal value will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District."

Signed this 5th day of May, 2014



Jeff R. Branick, County Judge
Jefferson County, Texas



Dan Kemp
Huntsman Petrochemical LLC

FY 2014 Port Security Grant Program (PSGP)
Memorandum of Understanding

Memorandum of Understanding/Agreement

**Between the Southeast Texas Regional Planning Commission (SETRPC) and Jefferson County
 Regarding Jefferson County's use of the Southeast Texas Emergency Alerting Network**

- 1. PARTIES.** The parties to this Agreement are SETRPC and Jefferson County.
- 2.** The purpose of this Agreement is for the local jurisdiction to acknowledge the SETRPC's application for 2014 Port Security Grant funds to provide regional access to the South East Texas Regional Emergency Alerting Network, to signify Jefferson County's support of the project, and to set forth terms by which each of the parties will ensure the project's success.

4. RESPONSIBILITIES. The roles and responsibilities of each party are understood as follows:

SETRPC agrees to:

- Administer the emergency alerting system
- Ensure compliance with grant requirements
- Contact with and ensure timely payment to third party vendor for emergency alerting network services

Jefferson County agrees to:

- Follow Emergency Network Services guidelines as outlined in the Interlocal Agreement between SETRPC and Jefferson County
- It is anticipated that industry expenses for promoting the regional emergency alerting network will provide the required cash match; however if this is deemed an ineligible match or if expenses are insufficient to meet the full required cash match, Jefferson County agrees to provide a pro rate match not to exceed \$13,895.71 over two years.

5. POINT OF CONTACT. Sue Landry

Director, Homeland Security & Emergency Management Planning Division
 South East Texas Regional Planning Commission
 2210 Eastex Freeway
 Beaumont, Texas 77703
 Office: (409) 924-7514
 Fax: (409) 899-0826
 Email: slandry@setrpc.org
 Website: www.setrpc.org

6. OTHER PROVISIONS. Nothing in this agreement is intended to conflict with current laws or regulations of the State of Texas or local Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. EFFECTIVE DATE. The terms of the agreement will become effective on the date found next to the signatures below.

8. MODIFICATIONS. This agreement may be modified upon the mutual written consent of the parties.

9. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect until the grant end date for an approved grant. Either party, upon 30 days written notice to the other party may terminate this agreement.

APPROVED BY:

Shaun P. Davis
Executive Director
SETRPC

Signature

Date

Jeff Branick
County Judge
Jefferson County

Signature

Date

TERRY WUENSCHEL
TAX ASSESSOR-COLLECTOR



SUSIE JAMES
CHIEF DEPUTY

May 13, 2014

Honorable Jeff Branick
County Judge
Jefferson County
Beaumont, Texas

Dear Judge Branick:

Please place an item on the Commissioners' Court agenda for May 19, 2014 to consider, possibly approve and authorize the County Judge to execute, receive and file an agreement with Linebarger, Goggan, Blair, & Sampson, LLP for the collection of delinquent property taxes. (This is a renewal of the contract originally executed May 1, 2009)

Your assistance in this matter is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Terry Wuenschel".

TERRY WUENSCHEL
Interim-Assessor-Collector of Taxes
Jefferson County, Texas

TW:db

cc: Eddie Arnold, Comm. Pct. #1
Brent Weaver, Comm. Pct. #2
Michael Sinegal, Comm. Pct. #3
Everette D. Alfred, Comm. Pct. #4

AGREEMENT FOR TAX COLLECTION SERVICES

WHEREAS, on May 1, 2009 JEFFERSON COUNTY (Herein after called the CLIENT), entered into an agreement for delinquent tax collection services, as set out in Article 2, which contains the duties and obligations regarding the delinquent tax collection services, with LINEBARGER GOGGAN BLAIR & SAMPSON, L.L.P., Attorneys at Law, (Herein after referred to as the FIRM);

WHEREAS, the Firm, as parent company of Appraisal & Collection Technologies, LLC ("ACT") a wholly owned subsidiary, has the power to contract on behalf of ACT for all licenses referenced and included in this agreement; and

WHEREAS, the delinquent tax collection agreement expired on April 30, 2014, and the parties desire to revive the delinquent tax collection Agreement and extend the term to April 30, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

REVIVAL AND EXTENSION OF THE TERM

The delinquent tax collection agreement is hereby revived.

The term of the Revived Agreement shall commence on May 1, 2014 and terminate on April 30, 2019, unless terminated earlier pursuant to Article 6 of Term and Termination. The Parties may agree to extend the Revived Agreement on the same terms for an additional five (5) year period. Written notice of the Parties' desire to extend the revived Agreement must be given at least ninety (90) days prior to the expiration of the current term.

PRIOR AGREEMENT SUPERCEDED

All prior terms of the Tax Collection Services Agreement are superseded by the terms and conditions stated herein.

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or
- (e) On July 1 of the year in which the taxes become delinquent.

2.04 Pursuant to the Appraisal and Collection Technologies, LLC ("ACT") Hosting Service Agreement, which is attached hereto as Exhibit A and is hereby incorporated herein, the Firm agrees to grant to Jefferson County a non-exclusive, non-assignable license to the ACT System and Jefferson County accepts such license, subject to the terms set out in the ACT Hosting Service Agreement and as may be amended. The terms and restrictions of the ACT Hosting Service Agreement set forth the relative responsibilities of the Firm, ACT and Jefferson County.

Article 3

Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) Fifteen (15%) percent of the amount of all 2003 and prior year taxes, penalty and interest subject to the terms of this agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this agreement, as and when collected; and

(b) Twenty (20%) percent of the amount of all 2004 and subsequent year taxes, penalty and interest subject to the terms of this agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this agreement, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4

Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5

Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This Agreement shall be effective on May 1, 2014 (The "Effective Date") and shall expire on ~~May~~ April 30, 2019 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client

shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7

Miscellaneous

7.01 Assignment and Subcontracting. This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

JEFFERSON COUNTY

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Jeff Branick, County Judge

By: Clayton E. Mayfield
Clayton E. Mayfield, Partner

Date: _____

Date: May 12, 2014

ATTEST:

EXHIBIT "A"**APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.****HOSTING SERVICE AGREEMENT**

This Hosting Service Agreement is incorporated by reference into the Agreement for Tax Collection Services between Linebarger Goggan Blair & Sampson, LLP ("Firm"), through its wholly owned subsidiary Appraisal & Collection Technologies (ACT) and Jefferson County ("County") (each a "party" and collectively, the "Parties"). By execution of the Agreement for Tax Collection Services, the Firm and the County agree to the terms of this Hosting Service Agreement.

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT MAY CONTAIN SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH MAY NOT BE NUMBERED.

TABLE OF SCHEDULES

Schedule 1	Fee Schedule
Schedule 2	Service and Support Level Specification Agreement
Schedule 3	Statement of Work

TERMS AND CONDITIONS

1. Services.

1.1. Customer's Rights to Use the Services. ACT grants Customer a limited non-exclusive, non-transferable, worldwide right and license to access and use the Services for the duration of the Term (as defined herein) solely for the purposes of tax assessment and collection by or on behalf of Customer. This right is subject to Customer's payment of all required fees described in Schedule 1 (the "**Fees**") attached hereto and incorporated herein and compliance with all of its obligations under this Agreement. The "**Services**" means the services provided by ACT that are described in Schedule 2 attached hereto and incorporated herein.

1.2. Service Levels. In providing the Services, ACT shall use commercially reasonable efforts to comply in all material respects with any service levels set forth in Schedule 2 ("**Service Levels**"). ACT shall not be responsible for failing to meet a Service Level to the extent the failure is caused by Customer, a third party or a force or cause beyond ACT's reasonable control.

1.3. Rights of ACT. ACT shall be free to provide Services for others on an unrestricted basis. ACT may subcontract any portion of the Services without notice, consent or any other restriction and has sole discretion in its use of subcontractors and consultants, including, but not limited to third party server hosting services.

2. Customer Restrictions; Proprietary and other Rights.

2.1. Restrictions. Customer shall not, and shall not permit any third party to: (i) sublicense, resell, lease, transfer or assign to any third party the Services or any associated software owned by ACT ("**ACT Software**") or associated software owned by a third party ("**Third Party Software**"); (ii) duplicate, modify or make derivative works of any ACT Software or Third Party Software; or (iii) reverse engineer, decompile, disassemble, or translate any ACT Software or Third Party Software. Customer has no rights to the source code of the ACT Software or Third Party Software. Customer may not access the Services other than as expressly provided by ACT pursuant to this Agreement. Access to the Services shall be limited by Customer to employees, contractors, consultants, representative or agents of Customer that are authorized by Customer to access and use the Services on Customer's behalf ("**Authorized Users**"). Customer shall be solely responsible for any activities that occur under its account with ACT, including the activities of its Authorized Users.

2.2. Data Rights. Customer grants ACT a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use in any media the data, information, trademarks and content of Customer ("**Customer Data**") to the extent ACT needs the Customer Data to provide the Services, to configure the format and other technical or display requirements of the Services, and to manipulate and display the Customer Data for processing transactions on behalf of Customer. The Services may be designed to collect transaction, connection and/or performance information for use by ACT ("**Transaction Information**"). All Customer Data and Transaction Information is and shall remain the sole and exclusive property of Customer and shall not be used by ACT for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

2.3. Privacy Policy. Customer agrees that ACT and its affiliates may use any information Customer provides to ACT, including but not limited to, the Customer Data and Transaction Information for the purposes of this Agreement and in a manner consistent with ACT's then-current Privacy Policy as set forth at www.acttax.com which may be changed by ACT without notice. Customer agrees, however, that ACT is not responsible for any information Customer provides to third parties, and that the privacy policies, if any, of such third parties will govern the use and disclosure of such information.

2.4. Acceptable Use. Customer shall comply, and shall cause its Authorized Users to comply, with the then-current Acceptable Use Policy located at www.acttax.com, as it may be modified from time to time, at ACT's sole discretion without notice ("**Use Policy**"). ACT shall notify Customer of any Use Policy violation by Customer and Customer shall cure the violation within one business day of receipt of notice of the violation. If the violation is by an Authorized User and the violation is not cured within this timeframe, Customer shall terminate that user's access to the Service. If Customer fails to terminate the access of any Authorized User that continues to violate the Use Policy, ACT shall have the right to terminate this Agreement. Customer shall comply with all written policies related to the Service that are published or reasonably communicated by ACT and all reasonable written directives provided by ACT with respect to use of the Service that are reasonably designed by ACT to ensure efficient operation of the Service.

2.5. Proprietary Rights of ACT. The Services, the ACT Software, the Third Party Software and any trade secrets, know-how, methodologies and processes, copyrights, trademarks, patents, trade secrets, and any other proprietary and intellectual property rights associated with or inherent in the Services, the ACT Software or the Third Party Software are and shall remain the sole and exclusive property of ACT and its third party licensors and shall not be used by Customer for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

3. Relationship Management. ACT and Customer shall each designate a representative (a "**Relationship Manager**") for this Agreement. Each Party shall have the right to change its Relationship Manager or designate an alternate by providing written notice to the other Party.

4. Fees, Payment, Taxes.

4.1. Fees. Customer shall pay ACT the Fees set forth in Schedule 1.

4.2. Payment. Unless this Agreement or a Schedule to this Agreement specifically provides otherwise, Customer shall pay all Fees within thirty (30) days of the date of invoice at the address specified in Schedule 1. Any Fees not paid when due shall accrue interest at a rate equal to the lesser of (i) one and one half percent (1.5%) of the invoiced amount per month or (ii) the maximum rate allowable under applicable law on all unpaid amounts. If Customer fails to pay any Fees on a timely basis, ACT may suspend Customer's access to the Services until the outstanding payment including any late charges is made in full.

4.3. Expense Reimbursement. Customer will reimburse ACT for all pre-approved out-of-pocket expenses incurred by ACT in rendering the Services, as specified in the applicable Schedule to this Agreement. Such expenses may include, but shall not be limited to, travel and travel related expenses (including transportation, lodging and meals) and costs of any tangible material acquired by ACT for Customer's benefit.

4.4. Taxes. Customer shall be liable for, and shall reimburse ACT for, all sales, use, transfer, privilege, excise, service, telecommunication, all other taxes and all duties and regulatory fees related to this Agreement, whether foreign, federal, state or local, however designated (including any interest and penalties imposed thereon), other than taxes based on the net income of ACT.

5. Confidentiality.

5.1. Non-Disclosure Obligations. Except as is specifically required or permitted by this Agreement, neither Party shall, without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other Party's Confidential Information during the Term and for three (3) years after any end to the Term; and (ii) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after the end of the Term). The Parties agree that, during the Term and thereafter, each Party will hold Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the other Party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information or Trade Secrets of the other Party to any third party, or (b) utilize Confidential Information or Trade Secrets for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other Party. Each Party will limit the disclosure of the other Party's Confidential Information and Trade Secrets to employees, contractors or agents with a need-to-know, shall notify its employees, contractors and agents of their confidentiality obligations with respect to Confidential Information and Trade Secrets and shall require its respective employees, contractors and agents to comply with these obligations. Each Party shall be liable for any breach by any employee, contractor or agent of the confidentiality obligations contained herein.

5.2. Trade Secrets. For purposes of this Agreement the following terms shall have the following meanings: "**Trade Secrets**" shall mean information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties stipulate that the Services and the ACT Software and the Third Party Software and all intellectual property rights associated with those items shall constitute Trade Secrets of ACT and its licensors.

5.3. Confidential Information. "**Confidential Information**" shall mean, with respect to a Party, all valuable, proprietary and confidential information belonging to or pertaining to the Party that does not constitute a Trade Secret of the Party and that is not generally known by or available to the Party's competitors but is generally known only to the Party and those of its employees, contractors, clients or agents to whom such information must be confided for internal business purposes. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third Party having the right to disclose it without an obligation of confidentiality.

5.4. Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information or Trade Secrets of the other Party in judicial or other government proceedings to the extent that the Party is legally compelled to do so, provided that the Party has notified the other Party in writing at least ten (10) days prior to disclosure and shall have used its best efforts to obtain, and shall have afforded the other Party a reasonable opportunity to obtain, an appropriate protective or similar order providing for the confidential treatment of the Confidential Information or Trade Secrets required to be disclosed.

5.5. Injunctive Relief. Each Party acknowledges that any unauthorized disclosure or use of the other Party's Trade Secrets or Confidential Information would be likely to injure the other Party irreparably. Each Party acknowledges that its misuse or unauthorized disclosure of the other Party's Confidential Information or Trade Secrets shall entitle the other Party to injunctive or other equitable relief.

6. Representations and Warranties.

6.1. ACT Representations and Warranties. ACT represents and warrants to Customer that: (i) it will provide the Services in a manner consistent with reasonably applicable general industry standards; (ii) in providing the Services, it shall comply with all applicable Federal, state and local laws and regulations ("**Laws**") and shall obtain all required permits and licenses; and (iii) will update the ACT Software and the Service as necessary to comply with changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the Comptroller's Office for the State of Texas.

6.2. Customer Representations and Warranties. Customer represents and warrants to ACT that: (i) the Customer Data does not and shall not infringe on or violate any third party's intellectual property or other proprietary rights; (ii) Customer owns the Customer Data or otherwise has the right to place the Customer Data on the ACT's infrastructure in connection with the Services and to view and access the Customer Data through the Services; (iii) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; and (iv) in connection with its use of the Services, it shall comply with all Laws and shall obtain all applicable permits and licenses.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. ACT DOES NOT WARRANT THAT: (a) THE SERVICES AND ANY RELATED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) SERVICE OR SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE SERVICES OR SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS.

6.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ACT IS NOT RESPONSIBLE FOR, AND CUSTOMER RELEASES ACT FROM, ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS.

7. Indemnification.

7.1. ACT Indemnity. Subject to Section 8, ACT shall indemnify and hold harmless Customer and any affiliated entities and their respective officers, directors, partners, employees, shareholders and agents against any damages awarded against the Customer by a court of competent jurisdiction in connection with a final judgment or ruling that the Customers use of, or access to, the Services infringes a United States patent, copyright or trademark of the third party that is registered as of the date ACT provides Customer with the Services, provided, that: (a) Customer gives ACT prompt notification in writing of any such infringement claim specifying in reasonable detail the nature and all material aspects of the claim and reasonable assistance, at ACT's expense, in the defense of such infringement claim; and (b) ACT has the sole authority to defend or settle such infringement claim.

7.2. Indemnification Limitations. ACT shall have no obligation for any infringement claim arising out of or relating to: (a) use of the Services other than in accordance with the terms of this Agreement; (b) any Third-Party Software associated with the Service; or (c) use of the Services in combination with any other hardware, software or other materials where absent such combination, the Services would not be the subject of the infringement claim.

7.3. Effect of Infringement Claim. If an infringement claim is asserted or, in ACT's reasonable belief, is likely to be asserted, (a) ACT may require Customer to discontinue use of the Services immediately and Customer shall comply with such requirement; and (b) ACT will, at its sole option, either (i) procure for Customer the right to use and exercise its rights with respect to the Services as provided in this Agreement; (ii) replace the Services with other non-infringing services or modify the Services to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by ACT in its sole discretion, terminate this Agreement, in whole or in part, and pay to Licensee any prepaid Fees paid by Licensee for the infringing Services that are not provided due to the early termination.

7.4. Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ACT AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5, ACT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE, OR COMPUTER FAILURE. ACT SHALL NOT BE LIABLE TO CUSTOMER FOR; (I) LOST DATA; OR (II) FAILURE TO REALIZE EXPECTED SAVINGS RESULTING FROM THE USE OF THE SERVICES, EVEN IF ACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. IN ANY CASE, ACT'S ENTIRE AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS HOSTING AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER TO ACT UNDER THE TERMS OF THE HOSTING AGREEMENT SCHEDULE 1 DURING THE IMMEDIATE PRIOR 12 MONTHS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

9. Dispute Resolution.

9.1. Injunctive Relief. A material breach of Sections 2.1, 2.4 or 2.5 by Customer would irreparably harm ACT and, accordingly, Customer agrees that in the event of such a breach ACT shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights. These rights to injunctive relief are in addition to those rights specified in Section 5.5.

9.2. Arbitration. Except with respect to equitable remedies and disputes related to the sections identified in Section 9.1, the Parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding arbitration in Kaufman County, Texas in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each Party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the Parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by any Party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the Parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

10. Term and Termination.

10.1. Term. The "**Term**" shall be the duration of ACT's obligation to provide Services to Customer. The Term shall commence on the Effective Date of the Agreement for Tax Collection Services and shall continue for the Term specified in the Agreement for Tax Collection Services unless terminated sooner in accordance with this Agreement (the "**Initial Term**"). The Term shall automatically renew beyond the Initial Term as prescribed in the Agreement for Tax Collection Services subject to earlier termination in accordance with this Agreement (each, a "**Renewal Term**").

10.2. Non-Renewal. This Agreement may be terminated by Customer or ACT on the last day of the Initial Term or on the last day of any Renewal Term by providing written notice to the other Party not less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, indicating an intention to terminate the Agreement as of the last day of the Initial Term or the then current Renewal Term ("**Termination Date**").

10.3. Termination.

10.3.1 Termination by ACT. In addition to any other rights ACT may have under this Agreement or law, ACT may, at ACT's option, terminate this Agreement as follows: (i) upon Customer's failure to pay any Fees or other amounts it owes ACT under this Agreement; (ii) upon Customer's material breach of any of its other obligations, representations or warranties under this Agreement where the breach is not cured within thirty (30) business days after written notice of the breach is provided to Customer by ACT (provided, that if ACT determines in good faith that a breach by Customer is incurable, then the termination of the Term shall be effective immediately upon notice without a cure period); or (iii) immediately upon Customer's ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.2 Termination by Customer. Customer may, at Customer's option, terminate this Agreement as follows: (i) for convenience during the Initial Term of the Agreement upon ninety (90) days written notice; (ii) upon ACT's material breach of any of its other obligations, representations or warranties under this Agreement, where the breach is not cured within thirty (30) business days after written notice of the breach is provided to ACT by Customer; and (iii) immediately upon ACT ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.3 Migration Period. Subject to Section 10.3.4, upon the termination or expiration of the Term (other than for violation by Customer of Section 2.1, 2.4, 2.5 or 5.), Customer shall have the right, upon providing written notice to ACT, to receive Services from ACT for up to twelve (12) months after the termination date (the "**Migration Period**") provided Customer continues paying all applicable Fees to ACT. With respect to a Migration Period after a termination by ACT pursuant to Section 10.3.1, Customer shall pay Fees on a monthly basis in advance, but in the event that Customer fails to make any one (1) payment when due during the Migration Period, ACT shall be entitled to discontinue the provision of Services.

10.3.4 Effect of Termination; Customer Data. Upon the expiration or termination of the Term and after receipt of all amounts due from Customer, ACT shall return to Customer all Customer Data provided that ACT may retain any Customer Data necessary for it to continue to perform under this Agreement pursuant to any Migration Period obligations, which Customer Data will be returned to Customer at the end of the Migration Period. In addition to returning all Customer Data, ACT shall destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data, and shall ensure that if any Customer Data has been provided to a third party, such third party shall similarly destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data.

10.3.5 Effective of Termination; Fees. Upon the expiration or termination of the Term, Customer shall (i) pay ACT all amounts then due and owing to ACT, and (ii) return to ACT all proprietary materials of ACT received under this Agreement. Upon termination or expiration of the Term for any reason, in addition to other amounts payable to ACT, Customer shall pay to ACT (i) all costs associated with ACT's provision of Services during any Migration Period, and (ii) any termination fee that may be payable under the applicable Schedule to this Agreement.

10.4. Survival. Termination or expiration of the Term does not terminate other provisions of this Agreement that by their terms do not expire on termination or expiration of the Term.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement and the Schedules referencing this Agreement attached hereto and incorporated herein constitute the entire agreement between Customer and ACT with respect to the subject matter of the Agreement and supercede all prior oral negotiations and prior written agreements with respect to these matters.

11.2. Independent Contractors. Nothing in this Agreement or in the course of dealing between ACT and Customer shall be deemed to create between ACT and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

11.3. Use of Customer Name. ACT shall have the right to identify Customer as a customer of ACT as part of ACT's marketing efforts, including customer lists and naming Customer in press releases.

11.4. Audit Rights. ACT shall have the right during customary business hours, upon reasonable written notice and at ACT's expense, to examine Customer's books and records and use of the Services in order to audit Customer's compliance with this Agreement.

11.5. Waiver; Non-Waiver; Amendment. Failure by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be considered to be a waiver of that provision, right or option, or in any way affect the validity of this Agreement. No waiver of any rights under this Agreement, nor any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by each Party.

11.6. Force Majeure. Neither Party to this Agreement, other than for payments due and payable, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, strikes, lockouts, riots, acts of war, terrorist threat, epidemics, communication line failures, power failures or government action.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law principles. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.8. Assignment. Except as provided in this Agreement, Customer may not assign or transfer any of its rights, duties or obligations under this Agreement (whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise) without the prior written consent of ACT and any assignment not in compliance with this Section shall be deemed void. ACT in its sole discretion may assign or transfer any of its rights, duties or obligations under this Agreement.

11.9. Notice. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) five (5) calendar days after being deposited in the United States Mail, postage pre-paid, or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, (with written confirmation of receipt) and addressed or sent, as the case may be, to the appropriate addresses set forth on the first page of this Agreement (or to such other addresses as a Party may designate by notice to the other Party). All notices to ACT shall be addressed to the attention of the Chief Executive Officer with a copy delivered to Linebarger Goggan Blair & Sampson, L.L.P. (the "Firm"), to the attention of the Chief Operating Officer, at P.O. Box 17428, Austin, Texas 78760-7428 (or such other address as ACT or the Firm may designate by notice to the other Party).

11.10. Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified in scope or applicability or not been included, as the case may be.

11.11. No Third Party Beneficiaries. This Agreement inures to the benefit of ACT and Customer only and no third party shall enjoy the benefits of this Agreement or shall have any rights under it except as is expressly provided in this Agreement.

11.12. Headings. The headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

11.13. Interpretation; Order of Precedence. In the event of any discrepancy or conflict between the terms of the Tax Collection Services Agreement and the terms of any Schedule, the terms of this Tax Collection Services Agreement shall control. This Tax Collection Services Agreement and any Schedule hereto shall prevail over any additional, conflicting, or inconsistent terms or conditions which may appear on any purchase order or other document issued by Customer.

11.14. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States including but not limited to the U.S. Export Administration Regulations (collectively, "**U.S. Export Controls**").

SCHEDULE 1

Fee Schedule

An Annual Service Fee for the term May 1, 2014 through April 30, 2019, based on a market rate of \$1.75 per tax account, is due in the amount of \$268,000.00 ("Annual Service Fee").

Agreement for Tax Collection Services; Suspension of Service Fee:

Notwithstanding the provisions of this Schedule 1, the Annual Service Fee shall be suspended and shall not be due and payable by Customer so long as the Agreement for Tax Collection Services remains in full force and effect. However, in the event that the Agreement for Tax Collection Services is terminated for any reason whatsoever, Customer shall then be liable for the Annual Service Fee, which shall be due and payable in equal monthly installments in accordance with this Schedule 1 and the Agreement. In the event that any taxing jurisdiction for which taxes are collected by the Customer elects to use the tax collection services of a firm other than LGBS, then a portion of the suspended Annual Service Fee shall be reinstated and payable for each taxing jurisdiction not represented by the LGBS as follows:

- 1). a one-time conversion fee of \$.20 per tax account;
- 2). an annual processing fee of \$.35 per tax account; and
- 3). an annual \$2,500.00 Interface Accommodation fee to develop and maintain legal details in the ACT software from any law firm other than LGBS.

Thereafter, the rates set forth above will not increase at a rate greater than five percent (5%) per year.

Payment of any amounts due will be made in equal monthly installments. Payment will be due on the 15th of each month in advance and sent to:

ACT, LLP
911 Central Parkway North, Suite 200
San Antonio, Texas 78232

User requested system alterations.

Upon receipt of proper notification from the Customer wherein the Customer provides detailed specifications to the product or process to be modified, ACT shall review the request and determine if the request is billable or will be done as an enhancement to the ACT System. Customer and ACT shall agree in advance of any work as to the amount of any cost to be paid by Customer. Customer acknowledges that any request that is determined to be billable will be charged at the following rates.

<u>Rate Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Project Manager	\$150.00
Senior Analyst	\$115.00
Developer	\$ 95.00
Quality Assurance / Trainer	\$ 75.00
Mileage	IRS standard rate
Airfare	Actual Airfare
Per Diem	Actual Charges

SCHEDULE 2

Service and Support Level Specification Agreement

(attached)

SCHEDULE 3

STATEMENT OF WORK

ACT shall purchase and cause to be delivered to the Jefferson County Tax Office or any other location in Beaumont Texas specified by the Interim Tax Assessor Collector ("ITAC") the following equipment.

Area	Quantity	Item	Price	Total
Software	46	MS Office 2013 Std	\$358.89	\$16,508.94
	7	MS Office 2013 Pro	\$469.30	\$3,285.10
		Tax		\$1,633.01
		Total - Software		\$21,427.05
		Total Quote for Software		\$21,427.05

Desktop - Complete	19	Computers & speaker & 20 in monitor	\$0.00	12. \$23,257.58
Desktop - Partial	34	Computers w/o speaker and monitor	\$0.00	\$35,223.48
		Total Quote for Computers		\$58,481.06

Printers	1	HPLJ 600 M601N	\$678.03	\$678.03
	15	HPLJ P2035	\$202.73	\$3,040.95
	2	HPLJ Pro 400 Color M451dn	\$493.48	\$986.96
	1	HPLJ Enterprise 500 Color M551dn	\$726.53	\$726.53
		Freight		\$452.57
		Tax		\$485.52
		Total Quote for Printers		\$6,370.56

Sales Tax**\$7,117.99****TOTAL****\$93,396.66**

ACT shall notify the ITAC of the expected arrival date of the equipment. The ITAC will designate an area in their office where all hardware will be delivered, pending installation. The ITAC will designate a staff member to inspect for damage and sign for all deliveries and insure items are in their designated area, pending installation.

The ITAC shall notify ACT upon the successful delivery of all equipment. ACT shall coordinate an installation date with the ITAC and the IT Department. On the agreed upon date, an ACT representative shall perform the following:

- i. Discuss the computer policies with the IT Department, i.e. naming conventions, group policies, passwords and network security. Set up a tentative plan to work with the IT Department for the actual placement and connectivity of the hardware.
- ii. Unbox all hardware and inspect for any damage.
- iii. Inventory all equipment, documenting the location of Dell Service Tags and HP Printer Serial Numbers.
- iv. Start the process to activate all the Dell computers:
 1. Ensure that all computers boot up properly.
 2. Configure naming conventions assigned by the IT Department, and if permission is given, configure on the domain.
 3. Install Microsoft Office version and the ACT Software (performed by ACT Technician).
 4. Install System Center Endpoint Protection(performed by Jefferson County IT)
 5. Install other software as designated (performed by Jefferson County IT)
 6. Label computer at the location for connectivity (JCTO User).
- v. Work with the Jefferson County IT Department, for actually swapping out the old Dell Computer for the new Dell Computer. Create a schedule that would designate the Main Tax Office installation, the Mid-County Substation installation and the Port Arthur Substation installation.
- vi. Insure user can login and print from their new system.
- vii. Old computers will follow the process below:
 1. If designated for donation:
 - a. Document all Dell Service tags for donation.
 - b. ACT Technician will reformat old computer and reload only the licensed Microsoft Operating System on said computer.
 - c. Advise the local LGBS Office Manager of computer status for pick-up.
 - d. Have the donation document signed and assist with the removal of the said computers.
 2. If designated for disposal:
 - a. Document all Dell Service Tags for destruction.
 - b. ACT Technician will remove all hard drives from each of the systems.
 - c. Work with the Jefferson County IT Department in the destruction of the removed hard drives.
 - d. Work with the Houston Law Office for the disposal of the remaining computer shells.
 3. Once all new systems have been installed and successfully login, review all items with the JCTO Interim Tax Assessor and Jefferson County IT Representative for final overview of installation.
 4. Provide documentation and copy of any licensing agreements to all party's involved with this installation; JCTO Interim Tax Assessor, Jefferson County IT Representative, Beaumont LGBS Office and ACT Chief Executive Officer.

Schedule 2

**Appraisal & Collection
Technologies
(ACT)**

**Service & Support
Level Specification
Agreement**

Jefferson County
Tax Office
Beaumont, Texas

May 1, 2014

1. INTRODUCTION

1.1. Purpose and Objectives

This Agreement is made pursuant to the "Hosting Service Agreement" dated May 1, 2014 between Appraisal & Collection Technologies (ACT) and Jefferson County Tax Office (JCTO), the Client. The purpose of the Service Level Agreement (SLA) is to identify current and projected level and qualifications of support staff, hardware and software components including hardware and software, systems support service levels including the roles, responsibilities and response times between ACT and HCTO for change management, version control, security, problem source identification and resolution, break/fix, back-up/recovery and disaster recovery, help-desk, user training, system enhancements and development, system configuration and operations and system operations and upgrades. These are defined in detail throughout this document.

1.2. Definitions

"ACT" means Appraisal and Collection Technologies LLC, a wholly owned entity of Linebarger Goggan Blair & Sampson, LLP. All references to ACT herein include ACT personnel, and ACT management.

"ACT System" means the Appraisal and Collection Technologies system, developed by ACT for use by the Current Tax (software and hardware) including all upgrades and modifications. These Modules are listed in schedule L.

"JCTO Management" means the Jefferson County Tax Assessor-Collector.

"JCAD" means the Jefferson County Appraisal District

"TCS" means Tax Collection System, a major component of ACT.

"TaxLedge" means Tax Ledger, a major component of ACT.

"SIT" means Special Inventory Tax.

"ASP" means Application Service Provider.

"Change control procedures" means the agreed process to be followed when software or hardware changes are required to the ACT system.

"Defective or inadequate performance" means the delivery of services where the performance levels do not meet an agreed minimum criteria.

"Hardware" means any and all hardware installed by ACT in the JCTO to operate the system.

"Help Desk services" mean the specified support services provided by ACT to JCTO to facilitate understanding in operating and executing the delivered Services.

"Problem escalation" means the agreed procedure for alerting and notifying increasingly senior members of ACT of the non-resolution of problems.

"Problem management" means the agreed procedures for providing support and problem resolution services to JCTO.

"Service availability" means the times and periods that ACT will make their services available to JCTO.

"Service component" means a divisible and identifiable part of the overall Services to be delivered.

"Service review meetings" mean regular meetings that are held between representatives of ACT and JCTO specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

"Software problem" means existing ACT system functionality not working as it was originally intended to function as documented in the ACT on-line user help system.

"Software change request" means new system design to support business requirements not currently supported by ACT system functionality.

"Standard services" mean those Services that ACT delivers to its Clients.

2. SCOPE OF WORK

2.1. Standard Services

Standard services to be delivered under this Agreement are set forth in Schedule A to this Agreement.

2.2. Service Availability

The availability, operational reliability, and response times of the Services to be delivered are set forth in Schedule B to this Agreement.

2.3. Changes to Services

Change control procedures are set forth in Schedule C to this Agreement.

3. PERFORMANCE, TRACKING AND REPORTING

3.1. Key Personnel Changes

ACT will notify JCTO at least 3 days in advance of changes to any key ACT personnel on-site at JCTO or their direct management off-site that could potentially affect the delivery of services to JCTO.

3.2. Service Delivery Monitoring

The methodology to be used to monitor service delivery is set forth in Schedule D to this Agreement.

3.3. Service Level Reporting

The content and schedule of service level reports are set forth in Schedule E to this Agreement.

3.4. Service Review Meetings

Service review meetings to discuss such items as service performance levels, system issues, proposed design changes and administrative issues will be held on an as-needed-basis with ACT at JCTO.

4. PROBLEM MANAGEMENT

4.1. Support and Help Desk Services

Support and Help Desk services are set forth in Schedule F to this Agreement.

4.2. Problem Escalation

To ensure timely problem resolution, a problem escalation procedure is set forth in Schedule G to this Agreement.

4.3. Problem Priority Resolution

Standard problem definitions as described in Schedule H will apply to the services provided under the terms of this Agreement.

5. CLIENT DUTIES AND RESPONSIBILITIES

5.1. Client Personnel, Facilities and Resources

JCTO will insure that the ACT has timely access to appropriate JCTO personnel and will arrange for ACT personnel to have suitable and safe access to the Client's facilities and systems. Additional responsibilities of both parties are included in the attachments, which are part of this Agreement.

SCHEDULES

Schedule A	<u>Standard Services</u>
Schedule B	<u>Service Availability</u>
Schedule C	<u>Change Control Procedures</u>
Schedule D	<u>Service Monitoring and Performance Measurement</u>
Schedule E	<u>Service Level Reporting</u>
Schedule F	<u>Support & Help Desk Services</u>
Schedule G	<u>Problem Escalation</u>
Schedule H	<u>Problem Priority Resolution Matrix</u>
Schedule I	<u>System Backup</u>
Schedule J	<u>Problem Report and Correction Form (PRC)</u>
Schedule K	<u>ACT Production Support Contact Information</u>

SCHEDULE A – STANDARD SERVICES

Schedule A provides a detailed list of the Standard Services that are to be delivered to JCTO under the terms of this Agreement. Also identified are client responsibilities to achieve these services.

JCTO owns and shall maintain exclusive control over all of its records stored in the ACT system including data imported from external sources in the process of keeping records up to date. ACT has no rights to JCTO data but may gain access by complying with established Open Record Request procedures directed to the JCTO Public Information Officer.

- ACT shall provide technical and analytical support for the following processes:
 - Roll-over/Load tax rates
 - Roll-over /Load fiduciary file
 - Load exemptions
 - Update special exemption codes
 - Produce opening year reports
 - Load JCAD data (certified, supplemental & name change files)
 - Balance JCAD data files
 - Load Non-JCAD data files
 - Process linked account data (HB1010 multi-county option)
 - Perform manual updates to JCAD related data
 - Load past year correction files
 - Calculate rolling stock
 - Run the 10 (non-real)/20 (real) year statute of limitation program
 - Load mortgage company requests
 - Roll-over delinquent balances
 - Generate third party tax statement provider billing file
 - Generate Mortgage Company Billing file
 - Generate bills for JCTO sample accounts
 - Generate ACT Sampling report for bills
 - Send test account file to third party tax statement provider for test run
 - Process O-65/1/4 pay agreements
 - Generate tax roll data file for Title companies
 - Produce bills based on supplements/corrections – third party tax statement provider format
 - Produce bills based on supplements/corrections - in house
 - Generate current bills through front-end
 - Generate prorated current bills in-house post supplements/corrections via batch mode
 - Generate postcard receipts
 - Generate Mortgage Company receipt file
 - Generate January Bills for unpaid accounts flagged for Mortgage Company payment
 - Generate March/April reminder notices
 - Support System for appraisal and tax caps
 - Generate 33.07 Billing/May Notices, 33.08 notices, and all other legally required notices.
 - Process installment agreements for current year delinquent balances

- Process Lockbox, credit card and mortgage company payment files
 - Process manual payment transactions
 - Process returned items (reversals)
 - Process transfers
 - Process Ag-rollbacks
 - Process proration transactions
 - Process Automatic, Overpayment, Litigated Interest & Interest Over 60 Day Refunds
 - Generate refund checks
 - Produce end of day reports
 - Process jurisdiction disbursements
 - Send SIT related bills and late payments
 - Produce management and financial reports
 - Perform Fiscal year roll-over/annual close
 - Perform updates to client preferences
 - Perform Master Data maintenance, for example, account master data, tax unit Maintenance
- ❑ ACT shall maintain and manage a Help Desk to support the user population at JCTO. Hours of operation will reflect current and future JCTO hours of operation, as defined in Schedule B.
 - ❑ ACT shall provide the necessary on-site at JCTO and off-site staff and expertise to operate and upgrade the ACT hardware and software environment. Response time is covered in Schedule H.
 - ❑ ACT shall maintain distribution rules, rates and commissions in Tax Ledge as follows: JCTO will complete an on-line written change request form using ACT's Problem Resolution and Control System (PRC) or using Word templates (provided in Schedule J) for all changes, which will be approved by JCTO Management and submitted to ACT for input into the Tax Ledge program. ACT will provide a PRC report reflecting changes in a timely manner, to be reviewed by JCTO.
 - ❑ ACT shall manage global code preferences (multi-client code) used throughout all modules of ACT.
 - ❑ JCTO will maintain the JCTO client preferences code set. ACT support resources will be available to provide assistance as needed.
 - ❑ ACT will maintain core development of application fixes and enhancements to the ACT software modules.
 - ❑ Reports for use across Clients developed within the core ACT modules will remain the responsibility of ACT staff.
 - ❑ JCTO will develop and maintain user requested reports using an ad hoc reporting tool provided and licensed by ACT. ACT technical support will be available to aid in this effort as needed. However, joint JCTO and ACT report development using an ad hoc reporting tool will be mutually agreed upon in advance by both parties.
 - ❑ It is the responsibility of JCTO to provide specifications for software problems and other requests on an ACT-provided template (see Schedule J) that includes the

appropriate level of information to communicate all system functional requirements.

- ❑ ACT staff will provide support to aid the JCTO in performing business requirements analysis and assisting in the specifications documentation of requested design changes/new report development.
- ❑ Upon JCTO's ACT System Steering Committee's and/or JCTO Tax Assessor Collector approval and ACT Management's approval, ACT will develop and test software problem fix/changes made to the core ACT application modules.
- ❑ Security Administration:
 - TCS – Designated ACT personnel will add and maintain any JCTO required security roles based on specifications supplied by JCTO. JCTO personnel will setup and maintain User IDs and assign the corresponding security roles using the front-end interface provided for in the TCS module.
 - Tax Ledge & SIT – Designated ACT personnel will add and maintain any JCTO required security roles based on specifications supplied by JCTO. ACT personnel will setup and maintain User IDs and assign the corresponding security roles in accordance with JCTO approved Security Change Request forms submitted to ACT. When ACT later develops the front end interface program to allow for JCTO personnel to assume these responsibilities, JCTO will assume the maintenance of User IDs and corresponding security roles.
- ❑ Designated ACT personnel shall provide software and system support and training to define and maintain users and security roles and entitlements.
- ❑ ACT product releases/upgrades will be moved into JCTO's test environment after end of business day on Mondays throughout the year. Migrations of JCTO approved ACT product releases/upgrades will occur on Thursdays after end of business day on Thursdays throughout the year. Emergency migration will occur occasionally throughout the year and will be scheduled by mutual agreement of JCTO and ACT management.
- ❑ ACT will be responsible for maintaining all Oracle components including product upgrades.
- ❑ ACT will manage, acquire and administer all licenses and maintenance agreements related to the Oracle software toolset and ACT related hardware.
- ❑ ACT staff will maintain hardware infrastructure for that hardware provided by ACT and the broadband connection between the hardware and the ACT site in San Antonio. JCTO will be responsible for the maintenance of all other hardware owned by JCTO and peripheral devices used by the ACT system throughout JCTO operations. The management and maintenance of the JCTO network and servers will be the responsibility of Jefferson County Information Technology Group in conjunction with the JCTO.
- ❑ ACT will maintain the current level of hardware infrastructure and backup equipment to minimize downtime to JCTO.

- ❑ ACT will jointly discuss with JCTO Management any new database or hardware requirements identified by the JCTO or any party requesting such on behalf of JCTO. If a change is mutually accepted, implementation of new requirements will be jointly planned and implemented.
- ❑ ACT shall manage on-line system documentation. JCTO approved Client requested updates should be given to on-site ACT support in written form. (See Schedule J.) While ACT cannot guarantee incorporation of all requested changes into the overall documentation product, each written request will be addressed in writing within a timely manner. (See Schedule H for response time.)
- ❑ ACT shall provide continuing product training as agreed upon in advance by ACT and JCTO Management. Generally, product training will be performed at JCTO. To ensure effective training, coordination of dates and class size will be mutually agreed upon in advance between ACT and JCTO Management. JCTO will provide facilities and required equipment to support training classes.
- ❑ Unless otherwise agreed between both parties, third party vendor training for JCTO resources is the responsibility of JCTO.
- ❑ JCTO will provide access to necessary resources and information in a timely manner to support ACT in completing the above goals.
- ❑ JCTO will provide and maintain a suitable environment to install and operate ACT system and related hardware and software.

SCHEDULE B – SERVICE AVAILABILITY

Schedule B provides a list of the times and periods when the ACT System will be available to the JCTO under the terms of this Agreement.

Access to the ACT system should be available at all times except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt service during prime business hours, prior notification to and approval from JCTO Management is required unless the situation is critical in nature and could cause more damage if not handled immediately. As much as possible, interruptions will be scheduled to minimize any impact on users.

On-Line Availability

- ACT commits to 99% on-line application availability during both prime business hours, which are 7:00 AM to 7:00 PM Monday – Friday CST, and during other hours between 7:00 AM to 9:00 PM CST seven days a week. Note that this also includes JCTO Management defined 'peak business period hours', including but not limited to: end of tax year, end of fiscal year, month end close and billing periods. This is measured by users' ability to process transactions and access data. ACT shall provide monthly reports summarizing system availability and downtime using ACT provided system utilities. ACT will notify JCTO Management of any unscheduled outage and resolve the issue as quickly as possible.

Scheduled System Downtime

- Scheduled downtime will be conducted outside prime business hours.
- Scheduled downtime will occur on a daily basis between 5:00 AM – 5:30 AM CST. This scheduled downtime is required to conduct daily backups.
- Weekly maintenance is scheduled for Saturday beginning at 5:00 AM – 5:30 AM. This maintenance window is required to run data backups and perform normal database maintenance activities.
- Monthly scheduled downtime occurs the morning of the first day of the new month prior to JCTO Business hours. These monthly backups will occur at 1:00 am and must be completed prior to 7:00 am. Should this conflict with another backup that is scheduled for that day, the monthly backup will begin after the first backup is complete, but it must be complete prior to 7:00 am start of JCTO business day.
- While not a norm, downtime outside the scheduled windows may be necessary. In these instances, ACT will communicate such cases within a 4-day advance communication to JCTO Management, unless the maintenance is deemed critical to system stability. A mutually agreed upon down time shall occur to minimize disruption to JCTO operations.
- If JCTO Management requires system availability during ACT regularly scheduled maintenance windows, advance written notice from JCTO Management is required within 4 working business days. ACT will strive to fulfil these requests to the best of its abilities to facilitate continued business processing.

- ❑ In those cases where personnel support is required during non-prime business hours, ACT will provide support required under these situations. Unless business critical, JCTO Management is responsible for providing ACT adequate advance notice, i.e. a minimum of 3 days' prior notice to such event, to ensure that ACT may properly plan and schedule staffing requirements. Note that if a critical issue continues outside normal business hours, appropriate ACT support staff shall continue uninterrupted until the issue is resolved.

Response Times to Outages

- ❑ Upon identification of a system outage, ACT will begin problem source identification and troubleshooting the problem within a 15-minute timeframe. ACT will use the PRC system to track and report on system status. Whether or not the outage also impacts the PRC system, ACT will notify system users and provide updates to JCTO using e-mail, PC based tools or by phone if PC's are also down, until the PRC and/or ACT systems are accessible.

Back-Up Procedures

- ❑ Backup database procedures are performed on a nightly, weekly and monthly basis. See Schedule I for Backup Retention Policy.

Disaster Recovery / Hardware Failure

- ❑ Physical Redundancy: JCTO's ACT database server (ACTPROD) is using Data Guard and is replicated in Austin at the ACT disaster recover site
- ❑ Power Redundancy: The Jefferson County Tax Office is responsible for providing power to the JCTO facilities and all equipment housed within it. The San Antonio Data Center, which physically houses the main Oracle database, sits just off the main power grid. Should the power ever go out, the Data Center has an on-site backup generator, which kicks in automatically. This generator is powered by diesel, and the site keeps a twenty-four hour inventory of fuel on-site.
- ❑ While contractual obligation gives ACT 48 hours to restore the system to the JCTO in cases of a Disaster, if a hardware failure cannot be fixed so that service may be restored on the primary system after 12 business hours, JCTO Management has the option to direct ACT (see Schedule H) to begin fail-over procedures to the standby database. Note that JCTO has the option to fail-over sooner, if not immediately, depending upon peak period critical business needs, including, but not limited to, end of tax year, end of fiscal year, month-end close and billing periods.
- ❑ Once the defect is cured on the primary database at the JCTO, ACT will have 48 business hours to restore services on the San Antonio Database primary system.
- ❑ If a fail-over operation is required due to ACT equipment/database inoperability, fail-over will be initiated and managed by ACT to re-route users to the backup site located in Austin. JCTO will provide technical assistance as needed. While ACT could switch to the standby database in Austin and have it up and running in less time as compared to a restore of the primary database, ACT would make every attempt to get the primary database back up and running within the timeframe specified in this Agreement. This would help maximize database integrity when the primary database was restarted.

Disaster Types

It is important to further delineate the different types of disasters as each has a varying degree of impact and operational risk.

Level 1 Disasters are defined as having low data impact, possibly high operations impact, but no continuity issues. These disasters do not put data that is on the database at risk. Level 1 disaster include:

A) Failure of the Router. ACT will troubleshoot. If a new router is needed, one of ACT's backup routers would be dispatched with an appropriately trained technician to install the new equipment.

- **Level 2 Disasters** are defined as having medium to high data impact, possibly high operations impact, and potential continuity issues. ACT would focus to minimize data loss. Level 2 disasters include:

A & B) Failure of the main Oracle database server (ACTPROD) or failure of the database storage server (taxnet01). Should a total failure of the database or storage server occur, the un-posted Data Guard logs would be posted to the standby database in Austin that would become the primary database. Thus, JCTO would cut over immediately to the Austin system.

C & D) Failure of an application server. ACT maintains 6 application servers that serve the JCTO user community. The failure of any one or multiple application servers will cause the user to be disconnected from the system. When the user re-connects, they will be automatically routed to a functioning application server.

Level 3 Disasters are defined as having high data impact, high operations impact and business continuity issues. These include: Major damage/loss of building and infrastructure, chemical or biological incident that makes the building inhospitable to employees and meteorological event that makes getting to the building impossible to employees.

Should the database be destroyed or become physically inaccessible, ACT will utilize a standby database at its Data Center in Austin. This database is an exact replica of the database in San Antonio, up through the time of the last Oracle log file transmitted in full from San Antonio.

In case of a massive failure or disaster involving the primary database for JCTO, the standby database would be updated with the logs. Logs will be transmitted as defined in the Disaster Recovery document to the back-up site in order to ensure our ability to meet this failure, should it occur. The presence of this standby database in a different city mitigates the risk of data loss and helps to ensure continued data integrity.

SCHEDULE C – CHANGE CONTROL PROCEDURES

Schedule C provides information on the change control procedures to be followed for software problems or client requested system changes to the ACT system.

Software Design Change Requests

- ❑ After approval by JCTO Management, requested changes will be sent to ACT in writing for consideration. (See Schedule J.)
- ❑ JCTO will provide a written specification identifying details of the requested change and reason for the change. JCTO resources will be available to discuss the requested change.
- ❑ ACT will evaluate the change request specification and perform a cost benefit impact analysis considering the JCTO requirements as well as other ASP Clients. ACT may share change request information across Clients.
- ❑ If impact analysis yields a potential conflict across clients, ACT will work with the JCTO (and all clients) to resolve in a mutually beneficial manner.
- ❑ After JCTO Management and ACT approve a change request, a target availability date will be scheduled that is mutually agreed upon by both parties and takes into consideration development and internal test timeframes.
- ❑ Once ACT develops and internally tests the change, ACT will migrate the change to the ACT-maintained Client Regression Test Bed Environment on a weekly basis, unless a client emergency requires sooner attention. In this environment, all clients will have the opportunity to test the change in a mutually agreed upon timeframe as outlined in this Agreement. (See below “Client Testing Timeframe”.)
- ❑ If a change/fix involves a JCTO specific object, for example, a tax statement, testing is limited to the JCTO User Community.
- ❑ JCTO has the right to test any change (unless it is a client-specific object) and provide written test results to ACT in three business days as outlined in this Agreement. (See below “Client Testing Timeframe”.)
- ❑ If any client identifies development issues, ACT will fix and re-test the change before re-migrating it to the ACT-maintained Client Regression Test Bed Environment.
- ❑ If added functionality or issues are identified during testing that were not in the original request scope, a new change request will be required and a new schedule of development will need to be discussed and agreed upon.
- ❑ Once the JCTO verifies that the design change is operating as requested, including successful execution of Regression Testing to ensure no corruption of non-related functions, ACT will migrate the change to the JCTO Production environment.

JCTO will have the option to test the change and to regression test all application changes/fixes before migration to the production environment, unless the problem is identified as mission critical for any ACT Client or the change/problem is Client specific. Clients will forfeit this option if testing is not completed and written results sent to ACT within the timeframe listed in this Agreement.

The contractual warranty shall extend to all additions and modifications to the system by ACT unless the modification has been requested by the JCTO and ACT has advised against the modification because of associated risks in so doing.

Software Development Problems

- JCTO will provide ACT ample information when reporting an issue. Examples of relevant data include the date/time the problem occurred, a detailed description of the issue in terms of impact on business processing, the process that was being performed in ACT when the error occurred, system error message received and the user ID operating the system. This information will be captured using the PRC form, which must be approved by JCTO Management. (See Schedule J.)
- Software problems will be assigned a priority and resolved within the timeframe outlined in Schedule H of this Agreement.
- Once ACT develops and internally tests the fix to a software problem, ACT will migrate the fix to the ACT-maintained Client Regression Test Bed Environment. This migration will occur weekly on Monday nights.
- JCTO has three days to verify that the fix is operating as needed, upon written authorization by JCTO Management, ACT will migrate the fix to the Production environment Thursday nights (after JCTO's three day review period).
- If continued issues are found with a particular fix, ACT will correct and re-test before migrating the fix back to the Client Regression Test Bed Environment.
- If a design change or fix is rejected by JCTO, the application code will be removed from the regression test bed and not migrated further to the JCTO Production instance. A PRC will be opened on behalf of JCTO in ACT's PRC system to track a programmatic solution that will meet JCTO and other client needs to minimize code deviations across JCTO and other clients environments.

Client Testing Timeframe

- It is imperative that all ACT clients test fixes and design changes in a timely fashion. Clients will test a software problem or design change in the client's regression test bed according to the client-specified test plan in accordance to the timeframes listed below:
 - Software problems 3 working business days (normally Tuesday thru Thursday)
 - Enhancement: 3 working business days, unless otherwise mutually agreed upon by both parties (normally Tuesday thru Thursday)

- ACT will migrate any change or problem fix to the JCTO's Production environment which has undergone successful ACT testing unless ACT receives a notice from JCTO that their independent testing has located a defect.
- ACT will migrate fixes and/or enhancements to the ACT-maintained Client Regression Test Bed Environment no more frequently than once per week. An exception would occur if an emergency fix is required by JCTO or other ACT clients. Prior authorization from JCTO Management is required for these exceptions. ACT will migrate changes on Monday nights weekly, as needed. JCTO will have 3 days to test, i.e. Tuesday through end of day Thursday. JCTO must notify ACT in writing of a defect in any PRC by the close of business Thursday. Once JCTO approves fixes and/or enhancements, ACT will migrate these into the JCTO's production environment (ACTPROD), also on a weekly basis after Thursday end of business day.

SCHEDULE D – SERVICE MONITORING AND PERFORMANCE MEASUREMENT

Schedule D provides detailed information on the monitoring of services delivered to the Client and the metrics and other means to be applied to measure the performance of the services delivered under the terms of this Agreement, as denoted in other sections of this Agreement.

Performance Monitoring:

- ACT will have in place tools to be used to analyze performance issues.
- JCTO users will report to JCTO and ACT management on user experienced system performance issues. ACT will investigate reported performance issues. If the problem is identified as an ACT issue, performance tuning results and targets will be reviewed and approved or changes made as necessary. Any non-compliance with performance expectations will be discussed between Executive JCTO and ACT management.

Software Problems:

- While ACT expects to deliver well within the specified timeframes, Schedule H outlines the delivery timeframe for a software problem resolution. Note that processes covered under each Problem Priority level are outlined in Schedule H of this Agreement.
- Where needed, JCTO technical and business staff will provide appropriate and timely turnaround to support ACT's problem resolution efforts and timeframes listed in Schedule H of this Agreement.

Software Enhancements

- ACT expects to deliver well within the mutually agreed upon target dates software enhancements.

Hardware Failure

- Refer to Schedule B, Service Availability, for specified timeframes for recovery in the event of hardware failure.

Remote Access to System

ACT cannot guarantee performance or response times on network links for which they have no control. Therefore, ACT does not guarantee response time performance metrics outlined in this Agreement for remote users, i.e. those defined as users accessing the system outside the Jefferson County Tax office network. (JCTO Branches are considered inside the JCTO network.)

SCHEDULE E – SERVICE LEVEL REPORTING

Schedule E provides information on the service level reporting provided by ACT under the terms of this Agreement.

- ❑ Within 5 days of the close of the previous month, ACT will provide JCTO a summary listing of all open work orders (PRCs) including software problems, software enhancements and performance hardware issues.
- ❑ The report will identify:
 - Problem resolution number (PRC)
 - Problem identification date
 - Original and Current Problem target completion date
 - Problem description
 - Current PRC status
 - Completion date
- ❑ ACT and JCTO will use the PRC system to manage and report on system fixes, enhancements and data fixes. PRC reports will be updated and enhanced periodically by mutual agreement of ACT and JCTO Management.
- ❑ ACT and JCTO Management will mutually agree to other reporting requirements to fit the Client's needs.

SCHEDULE F – SUPPORT & HELP DESK SERVICES

Schedule F provides information on the Support & Help Desk Services available from ACT under the terms of this Agreement.

- ❑ ACT will notify JCTO at least 3 days in advance of changes to any key ACT personnel on-site at JCTO or their direct management off-site that could potentially affect the delivery of services to JCTO.
- ❑ If additional resources are deemed necessary, the JCTO and ACT will jointly discuss and modify the above resource plan accordingly. (For example, during stabilization period after start-up, or further system enhancements, etc.)
- ❑ As outlined throughout this Agreement, ACT on-site support is available to aid in a multitude of activities to support usage of the ACT system throughout the business community.
- ❑ Typically (for non-critical hardware and software issues) the first method of problem escalation is for JCTO users to communicate to JCTO process owners (subject matter experts who performed ACT implementation testing). If the process owners are unable to resolve or access needed information via system, then they will escalate it to their JCTO management. If JCTO management cannot remedy the problem, the JCTO liaison to ACT will notify the ACT Help Desk at 1-877-422-8829. This centralized Help Desk is available from 7:30 AM to 6:00 PM CST Monday through Friday.
- ❑ Critical or high priority items (i.e. AAA or AA as defined in Schedule H) that affect system accessibility or cause processing delays will be more directly communicated by JCTO Management to the ACT Help Desk to expedite problem resolution. It is also necessary to log the problem into the ACT provided PRC system for tracking.
- ❑ The ACT Help Desk services clients in a multitude of ways including answering general application questions commonly referred to as Level 1 support, recording and routing system issues and sourcing Level 2 questions to more specialized ACT staff.
- ❑ ACT production support will be available outside core business hours to perform emergency production support services. Contact information for all support staff will be given to the JCTO Management Team.

SCHEDULE G – PROBLEM ESCALATION

Schedule G provides information on the Problem Escalation procedure to be applied to the services under the terms of this Agreement.

The ACT Support/Help Desk shall be notified of all problems, no matter the level of priority. This is necessary to log in and track all issues for prompt resolution. JCTO may also want to immediately contact the Client Manager (Position 2) dependent upon the priority level of the problem.

ACT shall contact JCTO on a regular basis (at minimum every 2 hours) during periods of system outage to provide reassurance that everything is being done to resolve the issue as urgently as possible. In the event that an incident is not being resolved within the agreed timeframes as identified in this Agreement, ACT has provided escalation procedures for JCTO to follow as outlined below.

ACT's escalation process assigns timeframes to contact varying levels of ACT management based on the severity of the problem and the amount of time the issue remains unresolved.

The Position levels 2, 3 and 4 configuration of timeframes outlined below will apply when ACT surpasses the expected delivery date as identified in this Agreement (See Schedule H).

Note that resolution timeframes below are measured in hours and business days.

Problem Level	Position 1 (ACT support / Help Desk)	Position 2 (Client Manager)	Position 3 (ACT Assistant Director)	Position 4 (Chief Executive Officer)
Priority AAA	15 minutes	1 hour	4 hours	1 day
Priority AA	1 hour	2 days	3 days	4 days
Priority A	4 hours	5 days	10 days	20 days
Priority B / Enhancements	8 hours	5 days	15 days	30 days

- For example, time from occurrence or missed deadline if an AAA development/hardware issue is not resolved by the expected delivery timeframe, the Help Desk personnel has 15 minutes to resolve the item. If the item remains unresolved, the Client Manager is contacted. If, after 1 additional hour, the item remains open, the Assistant Director of ACT is contacted and has 4 hours to bring closure to the item. If the item still remains open, Chief Executive Officer is contacted for ultimate resolution within a 1 - day timeframe.

SCHEDULE H – PROBLEM PRIORITY RESOLUTION MATRIX

Schedule H provides information on the Problem Description and Issue Resolution to be applied to the services under the terms of this Agreement.

Note that if a software problem identified as critical cannot be cured within the specified time frame below, ACT will revert to the last known working production version of that code.

Exceptions to this timing may exist to ensure business continuity. At JCTO's discretion, immediate or within the resolution timeframe listed below, JCTO Management may elect to revert to the last known production version of working code depending on critical business needs including, but not limited to: end of tax or fiscal year, month end close, and billing periods. ACT will then:

1) revert to the last known working production version of that code within 4 hours of notice, if the problem did not exist in a prior version; or

2) require the full 72 hours for development cycle to complete, if the problem exists in all versions.

Note that resolution timeframes below are measured in hours and business days unless otherwise noted.

Priority	Resolution Timeframe	Business Process Scope / Impact	Resolution Timeframe Calculation
Priority AAA Critical – Hardware	(48 hours –	a) Hardware/database/NetApp failure. -A work-around does not exist. -Process delays are not acceptable.	Start Time: Within 15 minutes of notification to ACT on site Support/Help Desk. End Time: Introduction of fix to the production environment.
Priority AAA Critical - Software	72 hours or 12 hours, as per above.	a) Posting of payments. b) Generating receipts. c) Generation of bills. d) Disbursement of funds. -A work-around does not exist. -Process delays are not acceptable.	Start Time: Within 1 hour of notification to ACT on site Support/Help Desk. End Time: Introduction of fix to the regression test bed environment.
Priority AA High	10 days	a) Generation of refunds. b) Processing of JCAD data. c) Posting of transfers & returned items. d) Monthly closeout. -A work-around may be available, but it is time intensive, or no work-around exists. -Process delays likely.	Start Time: Within 1 day of notification to ACT on site Support/Help Desk. End Time: Introduction of problem to the regression test bed environment.
Priority A Medium	30 days	a) Cosmetic change to external reports or documents. b) Other items not listed above will be	Start Time: Within 3 days of notification to ACT on site Support/Help Desk.

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May 1, 2014

		jointly defined by the JCTO and ACT. -A feasible work-around is available to be performed on a limited basis. -Minimal process delays when work-arounds are in place.	End Time: Introduction of problem to the regression test bed environment.
Priority B Low	60 days	a) Cosmetic change to reports or documents. b) Other items not listed above will be jointly defined by JCTO Management and ACT. -A feasible work-around is available. -No process delays.	Start Time: Within 5 days of notification to ACT on site Support/Help Desk End Time: Introduction of fix to the regression test bed environment.
Enhancements	Case by Case Basis	-JCTO and ACT will mutually agree upon enhancement priority and delivery dates.	Start Time: Within 5 days of notification to ACT on site Support/Help Desk. End Time: Introduction of change to the regression test bed environment.

SCHEDULE I – SYSTEM BACKUP

Full Backup = All current and historical data

Record Retention:

All data is kept on the ACT system and is available on-line. When backup copies are made, they are a snapshot of the entire database. Each additional backup contains the previous history in addition to any changes to data since the prior backup. Thus, we have permanent retention for electronic files. This is in compliance with the State Comptroller's "Retention Schedule for Records Common to All Local Governments", Part 5: Electronic Data Processing Records. Should the Comptroller's requirements change, record retention schedule will be modified to remain in compliance with the State Comptroller's guidelines.

The schedule outlined below may be modified upon concurrent agreement between the Jefferson County Tax Office and ACT.

Daily Backups

Server: Oracle DB Storage Server
Type: Full backup
Schedule: ACTPROD (TCS and Taxledge): Sunday – Friday: 6:00 pm (hot backup snapshot)
 ACTEval (TCS and Taxledge): Monday – Friday: 4:00 am (snapshot)
 TAX (SIT): Monday – Friday: 11:40 pm (snapshot)
 SITEval: Monday – Friday: 4:00 am (snapshot)
Contents: Production and Evaluation Environment for TCS, Tax Ledge, and SIT
 a) All Data
 b) Archive Logs
 c) Bin Directories (programs and software on database server)
Media: Tape (copying snapshots to tape media)
Retention: 30 days – Tapes to be stored off-site for the full retention cycle (ACT is responsible for off-site storage. At this time, vendor is Iron Mountain Storage.)

Server: Oracle DB Server (prometheus); Oracle APP Servers.
 Includes TCS, Taxledge and SIT.
Type: Full & Incremental Backup
Schedule: Full Backup – Friday – 9:00 pm
 Incremental Backup – Monday – Thursday – 9:00 pm
Contents: Program files, scripts, etc.
Media: Tape
Retention: 30 days – Tapes to be stored off-site for the full retention cycle (ACT is responsible for off-site storage. At this time, vendor is Iron Mountain Storage.)

Weekly Backups

Server: Oracle DB Storage Server
Type: Full Backup

ACT Service Level Agreement**May 1, 2014**

Schedule: ACTPROD (TCS and Taxledge): Saturday, 5:30 am (cold backup snapshot)
 TAX (SIT): Sunday: 11:40 pm (snapshot)
 ACTEval (TCS and Taxledge): Sunday: 4:00 am (snapshot)
 SITEval: Sunday: 4:00 am (snapshot)

Contents: Production and Evaluation Environments for TCS, Tax Ledge, and SIT
 a) All Data
 b) Bin Directories (programs and software on database server)

Media: Tape

Retention: 30 days – Tapes to be stored off-site for the full retention cycle (ACT is responsible for off-site storage. At this time, vendor is Iron Mountain Storage.)

Monthly Backups

Server: Oracle DB Storage Server and Oracle DB Server

Type: Full Backup

Schedule: Morning of the first business day of the new month prior to JCTO business hours. These monthly backups will occur at 1:00 am. Should this conflict with another backup that is scheduled for that day, the monthly backup will begin after the first backup is complete, but it must be complete prior to 7:00 am start of JCTO business day.

Contents: 1) Production Environments for TCS, Tax Ledge, and SIT on Oracle DB Storage Server
 2) USER2SPOOL (Directory) & Bin Directory on Oracle DB Server

Media: Tape

Retention: 12 months – Tapes to be stored off-site for the full retention cycle (ACT is responsible for offsite storage. At this time, vendor is Iron Mountain Storage.)

Yearly Backup for permanent retention

Server: Oracle DB Storage Server

Type: Full Backup

Schedule: Morning of first business day of Jefferson County Fiscal Year prior to JCTO business hours. 4:00 am on September 1st

Contents: Production Environments to TCS, Tax Ledge, and SIT
 a) All Data

Media: Tape

Retention: Permanent storage of tapes in secured JCTO vault and offsite (ACT is responsible for offsite storage. At this time, vendor is Iron Mountain Storage.)

Backup Schedule of Austin standby database**San Antonio – Standby Database**

Server: Oracle DB Storage Server (NetApp)

Type: Full Backup

Schedule: Weekly at 4:00 am Sundays

Contents: JCTO Production Environment data for TCS, Tax Ledge, and SIT

Media: Tape

Retention: 30 days – stored off site

SCHEDULE J – PROBLEM REPORT and CORRECTION FORM

TITLE:		PRC#:	
Functional Area:		Date:	
Originated By:			
Contact Number:		Email:	
Reports/Screens/Notices Affected:			
Priority:	☐ Critical	☐ High	☐ Nice to Have
When Required:	Development Start:	Test Date:	
Report/screens/technical description attached?	☐ Yes	☐ No	
Path to Screen/report:			
Brief Description of Requested Change			
Risk Factors to be Considered:			
Resource Name:		Estimated Hours:	
Approvals			
ACT	Date	Client - Location	Date

<u>SCHEDULE K – ACT PRODUCTION SUPPORT</u> <u>CONTACT INFORMATION</u>
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ACT will provide the current contact information for key ACT personnel including home and cell numbers. Such information shall be updated within 24 hours of any change in personnel or contact information.

SCHEDULE L - ACT COMPONENTS

- **Base Tax Collection System**
 - Billing
 - Collections
 - Records Maintenance
 - Reports
- **Subsidiary Systems**
 - Customer Service
 - Lock Box (RT Lawrence interface)
 - Mortgage Company
 - Litigation and Enforcement
 - TaxLedge
 - Special Inventory Tax
 - Offline Remittance Capture
 - Hotel Occupancy Tax
 - Permits
 - Internet
 - Appraisal District
 - Image Integration

ACT software enables the following functions:

- Current and Delinquent Tax Collection
- Concurrent Collection of Multiple Taxing Authorities
- Supplements and Adjustments Processing
- Online and Batch Payment Processing
- Refunds – (Requested, Automatic and Prior Year)
- Special Exemptions
- Returned Mail Processing
- Jurisdiction Control
- Comments, Notes and Event Tracking
- Change Logging
- Delinquent Attorney Support
- Offline Remittance Capture Module
- Security and Recoverability
- Comprehensive Audit Trail
- Extensive Reporting System
- Tax Ceiling Management
- TIF / TIRZ processing
- Internet Payment by credit card
- Check image inquiry
- Internet portfolio of Accounts
- Installment Contracts and Quarterly Payment Plans
- Ad Hoc Reports

ORACLE DISCOVERER

In addition to the ACT software, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer's intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users can quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Tuesday, May 13, 2014 10:10 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'
Subject: Plat of Laughlin Place - Commissioner Precinct #2
Attachments: Laughlin Place - BMT ETJ.pdf

Gentlemen,

Attached for your review is a Plat of Laughlin Place, a minor land division located on Hebert Road at its intersection with West Port Arthur Road and located in Commissioner Precinct No. 2.

This area is within Beaumont’s ETJ and is being handled by them. This plat meets all of our requirements and I will be placing it on the agenda for Monday May 19, 2014.

If you have any questions feel free to contact me.

Ron

Ronald Westphal
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: ronaldw@co.jefferson.tx.us



May 8, 2014
PD#- 111/14

RON WESTPHAL
JEFFERSON COUNTY ENGINEERING
1149 PEARL 5TH FL
BEAUMONT TX 77701

ETJ plat

Dear Mr. Westphal:

Please see the enclosed minor plat of Laughlin Place. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at award@ci.beaumont.tx.us

Thank you,

A handwritten signature in cursive script that reads "Adina Ward".

Adina Ward
Planner II





SOUTEX

SURVEYORS & ENGINEERS

TBPE Firm No. 5755
TBPLS Firm No. 10123800

3737 Doctors Drive
Port Arthur, TX 77642
Office (409) 983.2004
Fax (409) 983.2005

May 5, 2014

City of Beaumont
Planning Division
801 Main Street
Beaumont, Texas 77701

Attn: Adina Ward, Planner II

Ref: Laughlin Place – Tract I & II, Plat of 5.855 Acres, Part of the W.N. Sigler
Survey, Abstract No. 48, Jefferson County, Texas.

Owner Info: James Laughlin
PO Box 263
Nederland, TX 77627
409-289-2020

Dear Ms. Ward:

Transmitted herewith are the attachments listed below for final processing and
recording of the above referenced Minor Plat. If you have any questions please call.

Thank you,


Paula Leger

Attachments:

- ☒ 1 Mylar
- ☒ 2 Copies
- ☒ Tax Certificate
- ☒ Digital Copy – CD (DWG file) and (PDF)
- ☒ \$200.00 - City Fee - Minor Plat
- ☒ Clerk Filing Fee - \$41.00, Tax Cert. \$5.00

Special, May 19, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, May 19, 2014